

POOR LEGIBILITY

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F T R A S S O C I A T E S , I N C .

ENCLOSURE B: QUESTIONS

1. FTR Associates, Inc.
11862 Burke Street
Santa Fe Springs, CA 90670
Tel. (562) 945-7504

Dennis Trepanier, President
1992 thru Present

2. Corporate Status for FTR Associates, Inc.: Active

Predecessors, subsidiaries, affiliated businesses or commercial enterprises doing business at 11862 Burke Street, Santa Fe Springs, CA 90670, other than FTR Associates, Inc.: None

- a. FTR Associates, Inc. was incorporated in October of 1991 in California.
(A copy of our Articles of Incorporation is attached.)
- b. FTR Associates, Inc. has only conducted business under this name while conducting business at 11862 Burke Street, Santa Fe Springs, CA 90670.
- c. No sales of assets owned by FTR Associates, Inc. have taken place, nor have we acquired or invested in another business equating to 5% or more of their business.
- d. FTR Associates, Inc. has not been involved in any merger(s).

3. FTR Associates, Inc. does own property located at 8902 / 8904 / 8906 Norwalk Blvd., Whittier, CA 90606, which consists of one residential building and one commercial building that has been divided into two separate business addresses. This property is for investment purposes only and is leased to three entities not owned or operated by FTR Associates, Inc.

4. FTR Associates, Inc. is currently operating at 11862 Burke Street, Santa Fe Springs, CA 90670 and has been since May 1, 2001. FTR Associates, Inc. does not own this property, but leases it from Claudette A. Earl, currently residing at FOIA ex 6, Personal Privacy

5. N/A

6. Earl Manufacturing, formerly operated by the current property owner, Claudette Earl, and her late

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husband, are the only previous entities that we have knowledge of who operated at 11862 Burke Street, Santa Fe Springs, CA 90670. We believe that their business involved the drilling and tapping of aluminum extrusions.

In regard to environmental documents and facility information in our possession regarding prior operators, please refer to the Addendum to Standard Industrial/Commercial Single Tenant Lease Gross for Property Located at 11862 Burke Street, Santa Fe Springs Dated April 17, 2001. Section 54 features an indemnification which reads: *Lessor agrees that Lessee shall not be responsible for the payment of any cost or expenses of remediation or removing from the Premises, any hazardous materials which were located on the Premises prior to the commencement date of the lease term (the "Pre-existing Contamination"). Lessor will indemnify and hold Lessee harmless from and against any fines or remediation expenses incurred as a result of any governmental order requiring the remediation or removals of any preexisting contamination. In the future, Lessor, at their own cost and expense, may implement a remediation plan to remove any contamination found on the subject property. Lessor agrees to not interfere with Lessee's use of the subject building and related land areas during any remediation, and Lessee agrees to cooperate with Lessor to make areas of the property available for remediation, should it be required.*

We have also attached a copy of a Luft Report that indicates an open case for Earl Manufacturing for their facility located at 11862 Burke Street, Santa Fe Springs, CA 90670.

7. Persons familiar with disposal of hazardous substances at FTR Associates, Inc.:

Dennis Trepanier, President

FOIA ex 6, Personal Privacy

Tel. FOIA ex 6, Personal Privacy

SS FOIA ex 6, Personal Privacy

Worked on premises located 11862 Burke Street, Santa Fe Springs, CA 90670 01/05/01 thru present.

Joshua Balk, Shop Supervisor

FOIA ex 6, Personal Privacy

Tel. FOIA ex 6, Personal Privacy

SS FOIA ex 6, Personal Privacy

Worked on premises located 11862 Burke Street, Santa Fe Springs, CA 90670 01/05/01 thru present.

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Debra Donley, Production Control Manager

FOIA ex 6, Personal Privacy

Tel. FOIA ex 6, Personal Privacy

SS FOIA ex 6, Personal Privacy

Worked on premises located 11862 Burke Street, Santa Fe Springs, CA 90670 01/05/01 thru present.

8. FTR Associates, Inc. is a manufacturer of Springs, Wireforms, and Metal Stampings. Our 16,000 square foot building is located on a 34,198 square foot parcel of land. We employ 35 people. We have been in continuous operation since our inception in October of 1991, and located at this site since May 1, 2001. **A map of our facility is attached.**
 - a. Surface structures: Our building is 16,000 square feet consists of office and manufacturing facilities. There is an open area covered by a 60' x 20' (approx.) awning located behind the facility which is used to store pallets of metal stampings, allowing them to remain out of the elements such as dew and rain. There is also a 10' x 20' (approx.) storage container in the rear of the building, which is used to store boxes of wireforms, chairs, etc.
 - b. Subsurface structures: None
 - c. Groundwater and dry wells: None, other than a testing site located at the front of our facility used only for testing of environmental contamination (we are uncertain which specific government entity is doing this testing.)
 - d. There is a stormwater system which runs past our facility to the rear, but no drainage system is located on our facility that leads directly into this system. There is no septic tank on the premises.
 - e. No additions or demolitions, or changes of any kind have been made to the physical structures on, under or about the facility (including excavation work) since our lease began in May, 2001.
 - f. There are no waste disposal areas, dumps, leach fields, burn pits or other disposal locations for waste storage or accumulation other than a covered barrel which any small amounts of oil are deposited into. This barrel is then picked up by Action Waste Oil Service, LLC and disposed of at an approved location (Industrial Service Oil Company, Inc. in Los Angeles). The contents of this barrel are described as Non-RCRA Hazardous Waste Liquid (Oil-Water) ERG 171. **I have attached a copy of our most recent pick-up manifest as an example.**

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9. Hazardous substances / materials / waste used in the operations at 11862 Burke Street, Santa Fe Springs, CA 90670:

a., b., c., d.:

All items listed below are stored in a cage located inside the SW corner of our shop (noted on map).

Cleaning Solvent (MSDS Sheet Attached)

100% Aliphatic Hydrocarbons (Stoddard Type)

Quantity Used: Approx. 5 Gallons per year. Small parts are sometimes cleaned in a small Container of solvent, which is then poured back into the bucket and reused. Any excess solvent that becomes too dirty for re-use is disposed of in our waste barrel that is then disposed of by Action Waste Oil Service.

Stamping 6300, Evaporative Lubricant (MSDS Sheet Attached)

>50% Aliphatic Hydrocarbons (Stoddard Type)

Quantity Used: Approx. 55 Gallons every 6 months. This evaporative lubricant is applied lightly to the wire as it passes through our machines to facilitate the forming process and then it evaporates off of the parts. The containers that the material is purchased in are sent back to Golden West Lubricants, Inc. for a refund of our deposit after they are emptied.

ACTU, Acid Powder Soap

Sodium Bisulfate, CAS #7631-90-5 - % is Proprietary

Calsoft F-90 (90-92 Benxene Sulfonic Acid), Mixture - % is Proprietary

Quantity Used: Approx. 50# per month. Small parts are cleaned in a mixture of this powder soap and water. The water is then drained through a filter bag into a 55 gallon barrel, which is subsequently drained into the sewer. This method of cleaning and drainage has been approved by the City of Santa Fe Springs fire department, who even analyzed the minor amount of sludge residue and authorized our company to continue using it.

MSI III Anti-Rust

Sodium Gluconate, CAS #527-07-1 - % is Proprietary

Caustic Soda, CAS #1310-73-2 - % is Proprietary

Triethanolamine, CAS #2-71-6

Quantity Used: Purchased 5 gallons on 7/13/05 and still have a partial container on hand. Small parts are cleaned and then are coated with this anti-rust fluid in order to keep them from rusting. The parts are then transported to a plating company where they are cleaned and then plated.

Drawsol 4470, Drawing Compound

Hexylene Glycol, CAS #107-41-5 - <2%

Triethanolamine, CAS #102-71-6 - <10%

Petroleum Heavy Naphthenic, CAS #64742-52-5 - <20%

Ethoxylated Fatty Alcohol, CAS #69227-21-0 - <4%

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Chlorinated Paraffins, CAS #61788-76-9 - <40%

Sulfonate Barium, CAS #Mixture - <3%

Quantity Used: An average of 2 gallons per month. A small amount of this drawing compound is placed on the material before it is formed in the punch press. This allows the part to draw well and prevents wear on the die. The minor traces of this fluid that are left on the parts are removed when the parts are sent to an outside processor for plating, as the vendor cleans the parts prior to plating them.

Arrow 13388, Drawing Oil

Petroleum, CAS #64741-96-4 - 100%

Quantity Used: An average of 8.8 gallons per month. A small amount of this drawing compound is placed on the material before it is formed in the punch press. This allows the part to draw well and prevents wear on the die. The minor traces of this fluid that are left on the parts are removed when the parts are sent to an outside processor for plating, as the vendor cleans the parts prior to plating them.

Arrow 6196, Rust Inhibitor

Sodium Nitrate, CAS #7632-00-0 - % Unknown

Quantity Used: An average of less than ¼ gallons per month.

Small parts are cleaned and then are coated with this anti-rust fluid in order to keep them from rusting. The parts are then transported to a plating company where they are cleaned and then plated.

MSI60, Cleaning Solution

Secondary Butanol, CAS #78-92-2 - <.03%

Quantity Used: Purchased 5 gallons two years ago and still have a partial container on hand. Small parts are cleaned in a very small amount of this solution and water. The water is then drained through a filter bag into a 55 gallon barrel, which is subsequently drained into the sewer. This method of cleaning and drainage has been approved by the City of Santa Fe Springs fire department, who even analyzed the minor amount of sludge residue and authorized our company to continue using it.

Arrow 503, Way Lube

Petroleum Oil, CAS #64742-57-0, % Unknown

Petroleum Oil, CAS #64742-58-1, % Unknown

Petroleum Oil, CAS #64742-62-7, % Unknown

Petroleum Oil, CAS #64742-96-4, % Unknown

Quantity Used: An average of 1.3 gallons per month.

This way lube oil is added to a self serving feeder at the bottom of our surface grinders. There is no waste to dispose of.

Arrow 664-P, Gear Oil

Petroleum Oil, CAS #64742-57-0, % Unknown

Petroleum Oil, CAS #64742-58-1, % Unknown

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(This item continued from previous page.)

Petroleum Oil, CAS #64742-62-7, % Unknown

Quantity Used: An average of 1-1/3 gallons per month.

This gear oil is added to the corner of the gears of the four-slide machines and also to the gear boxes. There is no waste to dispose of.

Arrow 664-N, Gear Oil

Petroleum Oil, CAS #64742-57-0, % Unknown

Petroleum Oil, CAS #64742-58-1, % Unknown

Petroleum Oil, CAS #64742-62-7, % Unknown

This gear oil is added to the corner of the gears of the four-slide machines and also to the gear boxes. There is no waste to dispose of.

e. N/A

f. Attached.

g. N/A – Our EPA ID # is CAL000248921. We have never generated any recycled or non-recycled manifests.

10. All information has been provided above.
11. FTR is not releasing any hazardous substances to any media (soil, water or air).
12. N/A – There has been no requirements for approval of any remediation or cleanup activities, as we are not releasing hazardous substances into the environment.
13. FTR was aware of some contamination issues when we took possession of the rental property located at 11862 Burke Street, Santa Fe Springs, CA 90670. That is why the indemnification clause that we have previously referred to and attached was included in our original rental agreement.



State of California

OFFICE OF THE SECRETARY OF STATE

A394426

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

OCT 23 1990



March Fong Eu

Secretary of State

A394426

INDORSED
FILED
The Secretary of State
State of California

CERTIFICATE OF AMENDMENT

OF

OCT 19 1990

ARTICLES OF INCORPORATION

SEARCH FONG EU, Secretary of State

FRANK J TAMBURELLI and REVA A TAMBURELLI certify that:

1. They are the president and the secretary, respectively, of P.C.MAGUIRES, INC., a California Corporation.
2. Article I. of the articles of incorporation of this Corporation is amended to read as Follows:

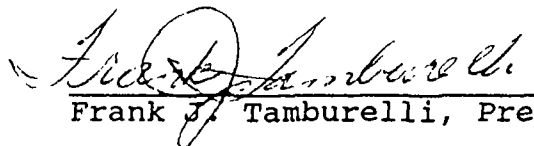
ARTICLE I.

The name of this Corporation is **FTR ASSOCIATES, INC.**

3. The foregoing amendment of articles of incorporation has been duly approved by the board of directors.
4. The foregoing amendment of articles of incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporation Code. The total number of outstanding shares of the corporation is 1,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more that 50 per cent.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: October 1, 1990


Frank J. Tamburelli, President


Reva A. Tamburelli, Secretary

FRANK & REVA TAMBURELLI, referred to as SELLER, and DENNIS TREPANIER, referred to as PURCHASER, agree:

PURCHASER shall purchase from SELLER 1,000 COMMON shares of Class COMMON shares of Common stock, issued by FTR ASSOICATES, INC.

consideration of: TAXES PAID TO STATE OF CALIFORNIA
AND OTHER CONSIDERATION.

The shares purchased are not registered with the United States Securities and Exchange Commission, nor the Securities Commission of any state.

The PURCHASER represents that it is qualified under the relevant rules and regulations of the United States Securities and Exchange Commission and the Securities Commission of any state which may have jurisdiction to purchase these shares.


The PURCHASER further represents that it is not purchasing these shares with an intention of resale, nor will it take any actions that may result in it being considered an underwriter of the shares.

Prior to any transfer of these shares, the PURCHASER shall provide to the issuer of the stock a legal opinion, in a form acceptable to the counsel for the issuer, that the transfer will not result in the loss of the exemptions from registration of the securities claimed by issuer.

The PURCHASER further represents that it has had adequate opportunity to obtain any information relevant to the decision to purchase, and has also had adequate opportunity to consult with advisors of their choice. The PURCHASER further understands that acceptance of said shares of stock represents one hundred percent (100%) ownership of FTR ASSOCATES, INC.

Dated: October 1, 1991


FRANK & REVA TAMBURELLI


DENNIS TREPANIER



STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE -- GROSS

(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1 Basic Provisions ("Basic Provisions")

1.1 Parties This Lease ("Lease"), dated for reference purposes only, April 17, 2001, is made by and between Claudette A Earl

("Lessor")

and F T R Associates, a California corporation

("Lessee"),

(collectively the "Parties," or individually a "Party")

1.2 Premises That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known as 11862 Burke Street, Santa Fe Springs, located in the County of Los Angeles, State of California, and generally described as (describe briefly the nature of the property and, if applicable, the "Project", if the property is located within a Project) an approximate 16,000 square foot concrete tilt-up industrial building, situated on an approximate 34,198 square foot parcel of land

("Premises") (See also Paragraph 2)

1.3 Term Five (5) years and three months ("Original Term") commencing May 1, 2001 ("Commencement Date") and ending July 31, 2006 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession Upon mutual execution of leases ("Early Possession Date") (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent \$7,500.00 per month ("Base Rent"), payable on the first (1st) day of each month commencing September 1, 2001 (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted and/or for common area maintenance charges

1.6 Base Rent Paid Upon Execution \$7,500.00 as Base Rent for the period May 1, 2001 - May 31, 2001

1.7 Security Deposit: \$7,500.00 ("Security Deposit") (See also Paragraph 5)

1.8 Agreed Use Manufacturing of springs, metal stamping and its related legal uses (See also Paragraph 6)

1.9 Insuring Party Lessor is the "Insuring Party" The Annual "Base Premium" is \$TBD (See also Paragraph 8)

1.10 Real Estate Brokers (See also Paragraph 15)

(a) Representation The following real estate brokers (collectively, the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes)

☒ Colliers Seeley International- Sheehan / Calhoun represents Lessor exclusively ("Lessor's Broker"),

☒ Colliers Seeley International - Wilson represents Lessee exclusively ("Lessee's Broker"); or

☐ represents both Lessor and Lessee ("Dual Agency")

(b) Payment to Brokers. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Broker the fee agreed to in their separate written agreement (or if there is no such agreement, the sum of _____ % of the total Base Rent for the brokerage services rendered by said Broker).

1.11 Guarantor The obligations of the Lessee under this Lease are to be guaranteed by _____ ("Guarantor") (See also Paragraph 37)

1.12 Addenda and Exhibits. Attached hereto is an Addendum or Addenda consisting of Paragraphs 50 through 54 and Exhibits "A", all of which constitute a part of this Lease

2 Premises.

2.1 Letting Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating rental, is an approximation which the Parties agree is reasonable and the rental based thereon is not subject to revision whether or not the actual size is more or less

2.2 Condition Lessor shall deliver the Premises broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, if any, and all other such elements of the building, in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date and that the surface and structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "Building") shall be free of material defects If a non-compliance with said warranty exists as of the Start Date, Lessor shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify same at Lessor's expense If, after the Start Date, Lessee does not give Lessor written notice of any non-compliance with this warranty within (i) six (6) months as to the HVAC systems or (ii) thirty (30) days as to the remaining systems and other elements of the Building, correction of such non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense, except for the roof, foundations, and bearing walls which are handled as provided in Paragraph 7

2.3 Compliance Lessor warrants that the improvements on the Premises comply with all applicable laws, covenants or restrictions of record, building codes, regulations and ordinances ("Applicable Requirements") in effect on the Start Date Said warranty does not apply to the use to which Lessee will put the Premises or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee NOTE Lessee is responsible for determining whether or not the zoning is appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense If Lessee does not give Lessor written notice of a non-compliance with this warranty within six (6) months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense If the Applicable Requirements are hereafter changed (as opposed to being in existence at the Start Date, which is addressed in Paragraph 6.2(e) below) so as to require during the term of this Lease the construction of an addition to or an alteration of the Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital

PLEASE SEE SECTION 54 FOR INDEMNIFICATION
REGARDING ENVIRONMENTAL ISSUES.

Expenditure is required during the last two (2) years of this Lease and the cost thereof exceeds six (6) months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within ten (10) days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to six (6) months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least ninety (90) days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor and Lessee shall allocate the obligation to pay for such costs pursuant to the provisions of Paragraph 7 1(c); provided, however, that if such Capital Expenditure is required during the last two years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon ninety (90) days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within ten (10) days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall be fully responsible for the cost thereof, and Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements Lessee acknowledges that (a) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, and (c) neither Lessor, Lessor's agents, nor any Broker has made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that (a) Broker has made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (b) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3 Term

3.1 Term The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Lease shall, however, be in effect during such period. Any such early possession shall not affect the Expiration Date.

3.3 Delay In Possession Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession as agreed, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until it receives possession of the Premises. If possession is not delivered within sixty (60) days after the Commencement Date, Lessee may, at its option, by notice in writing within ten (10) days after the end of such sixty (60) day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said ten (10) day period, Lessee's right to cancel shall terminate. Except as otherwise provided, if possession is not tendered to Lessee by the Start Date and Lessee does not terminate this Lease, as aforesaid, any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession of the Premises is not delivered within four (4) months after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4 Rent

4.1 Rent Defined All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 Payment Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. Rent for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating.

5 Security Deposit Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of said Security Deposit, Lessee shall within ten (10) days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on said change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within fourteen (14) days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent, and otherwise within thirty (30) days after the Premises have been vacated pursuant to Paragraph 7.4(c) below, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6 Use

6.1 Use Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to neighboring properties. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within five (5) business days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in use.

6.2 Hazardous Substances

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which existed as a result of Hazardous Substances on the Premises prior to the Start Date or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Start Date, unless such remediation measure is required as a result of Lessee's use (including alterations) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds twelve (12) times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within thirty (30) days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date sixty (60) days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within ten (10) days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to twelve (12) times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within thirty (30) days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said requirements are now in effect or become effective after the Start Date. Lessee shall, within ten (10) days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements.

6.4 **Inspection, Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30 below) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a contamination is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspections, so long as such inspection is reasonably related to the violation or contamination.

7 Maintenance, Repairs, Utility Installations, Trade Fixtures and Alterations

7.1 Lessee's Obligations

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance with Covenants, Restrictions and Building Code), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage and Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations, and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, skylights, landscaping, driveways, parking lots, fences, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee is also responsible for keeping the roof and roof drainage clean and free of debris. Lessor shall keep the surface and structural elements of the roof, foundations, and bearing walls in good repair (see Paragraph 7.2). Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g., graffiti removal) consistent with the exterior appearance of other similar facilities.

\$2,000,000 per occurrence with an "Additional Insured-Managers or Lessors of Premises Endorsement" and contain the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire. The Policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any groundlessor, and to any Lender(s) insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lenders, but in no event more than the commercially reasonable and available insurable value thereof. If Lessor is the Insuring Party, however, Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 8.4 rather than by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender or included in the Base Premium), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one (1) year. Said insurance shall provide that in the event the Lease is terminated by reason of an insured loss, the period of indemnity for such coverage shall be extended beyond the date of the completion of repairs or replacement of the Premises, to provide for one full year's loss of Rent from the date of any such loss. Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next twelve (12) month period.

(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 Lessee's Property/Business Interruption Insurance

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after thirty (30) days prior written notice to Lessor. Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor from Liability.** Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

9 Damage or Destruction.

9.1 Definitions

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations, Utility Installations and Trade Fixtures, which can reasonably be repaired in six (6) months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within thirty (30) days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in six (6) months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within thirty (30) days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease

shall continue in full force and effect, provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within ten (10) days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said ten (10) day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within ten (10) days thereafter to (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate thirty (30) days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within thirty (30) days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective sixty (60) days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within ten (10) days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within thirty (30) days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate sixty (60) days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term If at any time during the last six (6) months of this Lease there is damage for which the cost to repair exceeds one (1) month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective sixty (60) days following the date of occurrence of such damage by giving a written termination notice to Lessee within thirty (30) days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is ten days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent, Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within ninety (90) days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than sixty (60) days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within thirty (30) days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within said thirty (30) days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination - Advance Payments Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

9.8 Waive Statutes Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

10. Real Property Taxes

10.1 Definition of "Real Property Taxes" As used herein, the term "Real Property Taxes" shall include any form of assessment, real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes), improvement bond, and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises are located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring during the term of this Lease, including, but not limited to, a change in the ownership of the Premises.

10.2 (a) Payment of Taxes Lessor shall pay the Real Property Taxes applicable to the Premises provided, however, that Lessee shall pay to Lessor the amount, if any, by which Real Property Taxes applicable to the Premises increase over the fiscal tax year during which the Commencement Date occurs ("Tax Increase"). Subject to Paragraph 10.2(b), payment of any such Tax Increase shall be made by Lessee to Lessor within thirty (30) days after receipt of Lessor's written statement setting forth the amount due and the computation thereof. If any such taxes shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such taxes shall be prorated to cover only that portion of the tax bill applicable to the period that this Lease is in effect.

(b) **Advance Payment** In the event Lessee incurs a late charge on any Rent payment, Lessor may, at Lessor's option, estimate the current Real Property Taxes, and require that the Tax Increase be paid in advance to Lessor by Lessee, either (i) in a lump sum amount equal to the amount due, at least twenty (20) days prior to the applicable delinquency date, or (ii) monthly in advance with the payment of the Base Rent. If Lessor elects to require payment monthly in advance, the monthly payment shall be an amount equal to the amount of the estimated installment of the Tax Increase divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable Tax Increase is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Tax Increase. If the amount collected by Lessor is insufficient to pay the Tax Increase when due, Lessee shall pay Lessor, upon demand, such additional sums as are necessary to pay such obligations. All monies paid to Lessor under this Paragraph may be intermingled with other monies of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any balance of funds paid to Lessor under the provisions of this Paragraph may, at the option of Lessor, be treated as an additional Security Deposit.

(c) **Additional Improvements** Notwithstanding anything to the contrary in this Paragraph 10.2, Lessee shall pay to Lessor upon demand therefor the entirety of any increase in Real Property Taxes assessed by reason of Alterations or Utility Installations placed upon the Premises by Lessee or at Lessee's request.

10.3 Joint Assessment If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Tax Increase for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 Personal Property Taxes. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause such property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within ten (10) days after receipt of a written statement.

11. Utilities Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered.

12. Assignment and Subletting

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) A change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of twenty-five percent (25%) or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than twenty-five percent (25%) of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either (i) terminate this Lease, or (ii) upon thirty (30) days written notice, increase the monthly Base Rent to one hundred ten percent (110%) of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to one hundred ten percent (110%) of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to one hundred ten percent (110%) of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, any assignment or subletting shall not (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$1,000 or ten percent (10%) of the current monthly Base Rent applicable to the portion of the Premises which is the subject of the proposed assignment or sublease, whichever is greater, as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested.

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

12.3 Additional Terms and Conditions Applicable to Subletting The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein.

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease, provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease, provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default, Breach, Remedies

13.1 Default, Breach A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or rules under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period.

(a) The abandonment of the Premises, or the vacating of the Premises without providing a commercially reasonable level of security, and/or Security Deposit or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Lessee.

(c) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) a Estoppel Certificate, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 4.2 (easements), or (viii) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of ten (10) days following written notice to Lessee.

(d) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 4.2.

hereof, other than those described in subparagraphs 13 1(a), (b) or (c), above, where such Default continues for a period of thirty (30) days after written notice, provided, however, that if the nature of Lessee's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion

(e) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors, (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days), (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days, or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days, provided, however, in the event that any provision of this subparagraph 13 1 (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions

(f) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false

(g) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within sixty (60) days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease

13 2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within ten (10) days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including, but not limited to, the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Lessor shall be due and payable by Lessee upon receipt of invoice therefor. If any check given to Lessor by Lessee shall not be honored by the bank upon which it is drawn, Lessor, at its option, may require all future payments to be made by Lessee to be by cashier's check. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination, (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided, (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided, and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent (1%). Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13 1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13 1. In such case, the applicable grace period required by Paragraph 13 1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises

13 3 Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance

13 4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within five (5) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a one-time late charge equal to ten percent (10%) of each such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance

13 5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within thirty (30) days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the thirty-first (31st) day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be equal to the prime rate reported in the Wall Street Journal as published closest prior to the date when due plus four percent (4%), but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13 4

13 6 Breach by Lessor

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than thirty (30) days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed, provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within thirty (30) days after receipt of said written notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent an amount equal to the greater of one month's Base Rent or the Security Deposit, and to pay an excess of such expense under protest, reserving Lessee's right to reimbursement from Lessor. Lessee shall document the cost of said cure and supply said documentation to Lessor

14 Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of any building portion of the premises, or more than twenty-five percent (25%) of the land area portion

of the premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within ten (10) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages, provided, however, that Lessee shall be entitled to any compensation for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15 Brokers' Fee

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that (a) if Lessee exercises any Option, (b) if Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule of said Brokers in effect at the time of the execution of this Lease.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Each Broker shall be a third party beneficiary of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to a Broker any amounts due as and for commissions pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within ten (10) days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and/or attorneys' fees reasonably incurred with respect thereto.

16 Estoppel Certificates

(a) Each Party (as "Responding Party") shall within ten (10) days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the American Industrial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such ten day period, the Requesting Party may execute an Estoppel Certificate stating that (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including, but not limited to, Lessee's financial statements for the past three (3) years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Except as provided in Paragraph 15, upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined. Notwithstanding the above, and subject to the provisions of Paragraph 20 below, the original Lessor under this Lease, and all subsequent holders of the Lessor's interest in this Lease shall remain liable and responsible with regard to the potential duties and liabilities of Lessor pertaining to Hazardous Substances as outlined in Paragraph 6 above.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** Subject to the provisions of Paragraph 17 above, the obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, the individual partners of Lessor or its or their individual partners, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against the individual partners of Lessor, or its or their individual partners, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and Attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Lessor or Lessee under this Lease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Lease, provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

23. Notices

23.1 **Notice Requirements.** All notices required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given forty-eight (48) hours after

the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt, provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers. No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

25. Recording. Either Lessor or Lessee shall, upon request of the other, execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees applicable thereto.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to one hundred fifty percent (150%) of the Base Rent applicable during the month immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions, Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect, Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment, Non-Disturbance

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lessor's Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. Subject to the non-disturbance provisions of Paragraph 30.3, Lessee agrees to attorn to a Lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a Security Device, and that in the event of such foreclosure, such new owner shall not (i) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (ii) be subject to any offsets or defenses which Lessee might have against any prior lessor, or (iii) be bound by prepayment of more than one (1) month's rent.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within sixty (60) days after the execution of this Lease, Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said sixty (60) days, then Lessee may, at Lessee's option, directly contact Lessor's lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents, provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises to enforce the terms hereof or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

32. Lessor's Access, Showing Premises, Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for the purpose of showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary. All such activities shall be without abatement of rent or liability to Lessee. Lessor may at any time place on the Premises any ordinary "For Sale" signs and Lessor may during the last six (6) months of the term hereof place on the Premises any ordinary "For Lease" signs. Lessee may at any time place on or about the Premises any ordinary "For Sublease" sign.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Except for ordinary "For Sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within ten (10) days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited

to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within ten (10) business days following such request.

37. Guarantor

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the American Industrial Real Estate Association, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) a Tenancy Statement, or (d) written confirmation that the guaranty is still in effect.

38 Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options

39.1 Definition. "Option" shall mean (a) the right to extend the term of or renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor, (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor, (c) the right to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Each Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given three (3) or more notices of separate Default, whether or not the Defaults are cured, during the twelve (12) month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term, (i) Lessee fails to pay Rent for a period of thirty (30) days after such Rent becomes due (without any necessity of Lessor to give notice thereof), (ii) Lessor gives to Lessee three (3) or more notices of separate Default during any twelve (12) month period, whether or not the Defaults are cured, or (iii) if Lessee commits a Breach of this Lease.

40 Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will observe all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and that Lessee will pay its fair share of common expenses incurred in connection therewith.

41 Security Measures. Lessee hereby acknowledges that the rental payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

44 Authority. If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within thirty (30) days after request, deliver to the other party satisfactory evidence of such authority.

45 Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46 Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47 Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Multiple Parties. If more than one person or entity is named herein as either Lessor or Lessee, such multiple Parties shall have joint and several responsibility to comply with the terms of this Lease.

49 Mediation and Arbitration of Disputes. An Addendum requiring the Mediation and/or the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

The Parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____	Executed at: _____
on: _____	on: _____
by LESSOR:	by LESSEE:
Claudette A. Earl	F.T.R. Associates, Inc., a California
_____	corporation
By: _____	By: _____
Name Printed: Claudette A. Earl	Name Printed: Dennis Trepanier
Title: <i>Owner</i>	Title: <i>President</i>
By: <i>Claudette A. Earl</i>	By: <i>Dennis Trepanier</i>
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
Address: FOIA ex 6, Personal Privacy	Address: 11862 Burke Street, Santa Fe Springs, CA
_____	90670
Telephone: FOIA ex 6,	Telephone: (562) 945.7504
Facsimile: ()	Facsimile: (562) 945.5074
Federal ID No. _____	Federal ID No. _____

NOTE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION, 700 So. Flower Street, Suite 600, Los Angeles, California 90017. (213) 687-8777. Fax No. (213) 687-8816

**ADDENDUM TO STANDARD INDUSTRIAL/COMMERCIAL
SINGLE TENANT LEASE GROSS
FOR PROPERTY LOCATED AT
11862 BURKE STREET, SANTA FE SPRINGS
DATED APRIL 17, 2001**

50. **OPTION TO EXTEND:** Attached
51. **RIGHT OF FIRST REFUSAL TO PURCHASE:** Attached
52. **BASE RENT SCHEDULE:**

<u>Month</u>	<u>Base Rent</u>
May 1, 2001 – May 31, 2001	\$7,500.00 Per Month, Gross
June 1, 2001 – August 31, 2001	Free of Base Rent
September 1, 2001 – October 31, 2003	\$7,500.00 Per Month, Gross
November 1, 2003 – July 31, 2006	\$8,063.00 Per Month, Gross

53. **TENANT IMPROVEMENTS:**

Lessee, at Lessee's sole cost and expense, shall complete the following items within the first ninety (90) days of their occupancy of the premises:

- A. Install new carpet in the existing office area.
- B. Paint interior offices.
- C. Paint exterior of the building.
- D. Paint interior of building.
- E. Seal coat warehouse floor
- F. Replace vinyl flooring in upstairs offices and warehouse inspection room.
- G. All other tenant improvement items must be approved by Lessor, prior to completion by Lessee.

The free rent for months June, July, and August of 2001 is being granted by Lessor in exchange for Lessee completing the above items A - F by August 1, 2001 at their sole cost and expense. Lessee's failure to complete this work by no later than August 31, 2001, shall result in Lessee paying Lessor the value of the free rent (\$22,500) by September 15, 2001.

54. **INDEMNIFICATION:**

Lessor agrees that Lessee shall not be responsible for the payment of any cost or expenses of remediation or removing from the Premises, any hazardous materials which were located on the Premises prior to the commencement date of the lease term (the "Pre-existing Contamination"). Lessor will indemnify and hold Lessee harmless from and against any fines or remediation expenses incurred as a result of any governmental order requiring the remediation or removals of any preexisting contamination. In the future, Lessor, at their own cost and expense, may implement a remediation plan to remove any contamination found on the subject property. Lessor agrees to not interfere with Lessee's use of the subject building and related land areas during any remediation, and Lessee agrees to cooperate with Lessor to make areas of the property available for remediation, should it be required.

INITIALS



INITIALS





OPTION(S) TO EXTEND STANDARD LEASE ADDENDUM

Dated April 17, 2001

By and Between (Lessor) Claudette A. Earl

(Lessee) F.T.R. Associates, Inc., a California corporation

Address of Premises: 11862 Burke Street, Santa Fe Springs, CA 90670

Paragraph 50

A. OPTION(S) TO EXTEND:

Lessor hereby grants to Lessee the option to extend the term of this Lease for one (1) additional sixty (60) month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

(i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least 6 but not more than 9 months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.

(ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.

(iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

(iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.

(v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below:
(Check Method(s) to be Used and Fill in Appropriately)

☐ I. Cost of Living Adjustment(s) (COLA)

a. On (Fill in COLA Dates): _____

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI-W (Urban Wage Earners and Clerical Workers) or ☐ CPI-U (All Urban Consumers), for (Fill in Urban Area): _____

All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): ☐ the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"): _____. The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall any such new monthly rent be less than the rent payable for the month immediately preceding the rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☒ II. Market Rental Value Adjustment(s) (MRV)

a. On (Fill in MRV Adjustment Date(s)) August 1, 2006

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

Initials: CAE

Initials: [Signature]

choice to act as an arbitrator. The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e. the one that is NOT the closest to the actual MRV.

2) Notwithstanding the foregoing, the new MRV shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

- 1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and
- 2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.

☐ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

B. NOTICE:

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE:

The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease.

NOTE: These forms are often modified to meet changing requirements of law and needs of the industry. Always write or call to make sure you are utilizing the most current form: AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION, 700 S. Flower Street, Suite 600, Los Angeles, Calif. 90017

Initials: 

Initials: 



RIGHT OF FIRST REFUSAL TO PURCHASE

STANDARD LEASE ADDENDUM

Dated April 17, 2001

By and Between (Lessor) Claudette A. Earl

(Lessee) F.T.R. Associates, Inc., a California
corporation

Address of Premises: 11862 Burke Street, Santa Fe Springs

Paragraph 51

(a) Lessor shall not, at any time prior to the expiration of the term of this Lease, or any extension thereof, sell the Premises, or any interest therein, without first giving written notice thereof to Lessee, which notice is hereinafter referred to as "Notice of Sale".

(b) The Notice of Sale shall include the exact and complete terms of the proposed sale and shall have attached thereto a copy of the bona fide offer and counteroffer, if any, duly executed by both Lessor and the prospective purchaser.

(c) For a period of 12 calendar days after receipt by Lessee of the Notice of Sale, Lessee shall have the right to give written notice to Lessor of Lessee's exercise of Lessee's right to purchase the Premises, the interest therein proposed to be sold, or the property of which the Premises are a part, on the same terms, price and conditions as set forth in the Notice of Sale. In the event that Lessor does not receive written notice of Lessee's exercise of the right herein granted within said 12 day period, there shall be a conclusive presumption that Lessee has elected NOT to exercise Lessee's right hereunder, and Lessor may complete the sale to the prospective purchaser, on the same terms set forth in the Notice of Sale.

(d) In the event that Lessee declines to exercise its right of first refusal after receipt of the Notice of Sale, and, thereafter, Lessor and the prospective purchaser modify by more than 5%, (i) the sales price, or (ii) the amount of down payment, or if there is a material change in any seller financing offered, or in the event that the sale is not consummated within 180 days of the date of the Notice of Sale, then Lessee's right of first refusal shall reapply to said transaction.

(e) In the event that Lessee declines to exercise its right of first refusal after receipt of the Notice of Sale, and, thereafter, the proposed transfer or sale is not consummated, the Lessee's right of first refusal shall apply to any subsequent transaction. If, however, said transfer or sale is, in fact, completed, then said right shall be extinguished and shall not apply to any subsequent transactions.

(f) Notwithstanding the above, this right of first refusal is intended to apply only to voluntary transfers involving third party transferees. This right of first refusal shall not, therefore, apply: where the Premises are taken by eminent domain or sold under threat of condemnation, to inter-family or inter-ownership transfers, to transfers by Lessor to a trust created by Lessor, or, if Lessor is a trust, to transfers to a trust beneficiary.

(g) NOTE: This right of first refusal cannot be exercised: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the right of first refusal.

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Initials: 

Remediation On Site**EARL MANUFACTURING (SANTA FE SPRINGS)**11862 BURKE ST
SANTA FE SPRINGS , CA 90670**CASE STATUS:** OPEN[SHOW THIS SITE ON MAP](#)[RETURN TO REPORT MAIN MENU](#)**REGIONAL BOARD (LEAD AGENCY) -****CASE #: 906700225**

LOS ANGELES RWQCB (REGION 4) - (SLC)

CONTACT: SLC - (213) 576-6600**LOCAL AGENCY**

SANTA FE SPRINGS, CITY OF - (BB)

CUF REIMBURSEMENT AMOUNT: \$0**RB RECORD FILE #:****Start Date**

4/5/2000

Method

Cap site

Phase

Water

[Geotracker Home](#) | [Site/Facility Finder](#) | [Case Finder](#) | [MTBE/Case Reports](#)

02 FAX
FRI 06:35 PM

ADVANCED TECHNOLOGY LAB

FAX NO. 5629894040

003/006
P. 02

Advanced Technology Laboratories

Print Date: 4/5/02

CLIENT: Enviroserve

Client Sample ID: Sludge

Lab Order: 056173

Project: FTR Associates

Collection Date: 3/28/02

Lab ID: 056173-001A

Matrix: Sludge

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
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ICP METALS

EPA 6010B

RunID: ICP2_020405D

BatchID: 8240

PrepDate: 4/5/02

Analyst: RQ

Antimony	2.0	0.25		mg/Kg	1.0	4/5/02
Arsenic	9.5	0.25		mg/Kg	1.0	4/5/02
Barium	4.5	0.15		mg/Kg	1.0	4/5/02
Beryllium	ND	0.15		mg/Kg	1.0	4/5/02
Cadmium	ND	0.15		mg/Kg	1.0	4/5/02
Chromium	130	0.15		mg/Kg	1.0	4/5/02
Cobalt	4.5	0.15		mg/Kg	1.0	4/5/02
Copper	20	0.15		mg/Kg	1.0	4/5/02
Lead	4.0	0.25		mg/Kg	1.0	4/5/02
Molybdenum	2.5	0.25		mg/Kg	1.0	4/5/02
Nickel	72	0.15		mg/Kg	1.0	4/5/02
Selenium	ND	0.25		mg/Kg	1.0	4/5/02
Silver	ND	0.15		mg/Kg	1.0	4/5/02
Thallium	ND	0.25		mg/Kg	1.0	4/5/02
Vanadium	1.5	0.15		mg/Kg	1.0	4/5/02
Zinc	25	0.50		mg/Kg	1.0	4/5/02

MERCURY BY COLD VAPOR TECHNIQUE

EPA 7471A

RunID: AA1_020405C

BatchID: 8243

PrepDate: 4/5/02

Analyst: NS

Mercury	ND	1.0		mg/Kg	10	4/5/02
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Qualifiers: ND - Not Detected in the Reporting Limit

J - Analyte detected below quantitation limits

B - Analyte detected in the associated Method Blank

DO - Sample Diluted Out

S - Spike/Surrogate outside of limits due to matrix interference

H - Samples exceeding analytical holding time

E - Value above quantitation range

M - Not Monitored Highly Reactive

Initials: 



Advanced Technology
Laboratories

3275 Walnut Avenue Signal Hill, CA 90807 Tel: 562 989-4043 Fax: 562 989-4040

Advanced Technology Laboratories

Print Date: 4/5/02

CLIENT: Enviroserve

Client Sample ID: Sawdust

Lab Order: 056173

Project: FTR Associates

Collection Date: 3/28/02

Lab ID: 056173-002A

Matrix: Solid

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
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ICP METALS

EPA 6010B

RunID: ICP2_020405D

BatchID: 8240

PrepDate: 4/5/02

Analyst: RQ

Antimony	3.0	0.50		mg/Kg	2.0	4/5/02
Arsenic	5.0	0.50		mg/Kg	2.0	4/5/02
Barium	14	0.30		mg/Kg	2.0	4/5/02
Beryllium	ND	0.30		mg/Kg	2.0	4/5/02
Cadmium	ND	0.30		mg/Kg	2.0	4/5/02
Chromium	150	0.30		mg/Kg	2.0	4/5/02
Cobalt	1.0	0.30		mg/Kg	2.0	4/5/02
Copper	16	0.30		mg/Kg	2.0	4/5/02
Lead	0.67	0.50		mg/Kg	2.0	4/5/02
Molybdenum	19	0.50		mg/Kg	2.0	4/5/02
Nickel	100	0.30		mg/Kg	2.0	4/5/02
Selenium	0.61	0.50		mg/Kg	2.0	4/5/02
Silver	ND	0.30		mg/Kg	2.0	4/5/02
Thallium	ND	0.50		mg/Kg	2.0	4/5/02
Vanadium	1.0	0.30		mg/Kg	2.0	4/5/02
Zinc	29	1.0		mg/Kg	2.0	4/5/02

MERCURY BY COLD VAPOR TECHNIQUE

EPA 7471A

RunID: AA1_020405C

BatchID: 8243

PrepDate: 4/5/02

Analyst: NS

Mercury	ND	2.0		mg/Kg	2.0	4/5/02
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Qualifiers: ND - Not Detected at the Reporting Limit

L - Analyte detected below quantitation limits

B - Analyte detected in the associated Method Blank

DO - Surrogate Diluted Out

S - Spike/Surrogate outside of limits due to matrix interference

H - Samples exceeding analytical holding time

E - Value above quantitation range

M - Not Monitored, Highly Reactive

Initials: 



2)

DISTRIBUTION: White with report, Yellow to folder, Pink to submitter.

P. 04

Table of STLC, 10 X STLC and TTLC Limits.

Element	STLC Limit	10 x STLC	TTLC (total) Limit
Antimony	15	150	500
Arsenic	5.0	50	500
Barium	100	1,000	10,000
Beryllium	0.75	7.5	75
Cadmium	1.0	10	100
Chromium (VI)	5	50	500
Chromium, Total	560	5,600 *	2,500
Cobalt	80	800	8,000
Copper	25	250	2,500
Fluoride	180	1,800	18,000
Lead	5.0	50	1,000
Mercury	0.2	2.0	20
Molybdenum	350	3,500 *	3,500
Nickel	20	200	2,000
Selenium	1.0	10	100
Silver	5	50	500
Thallium	7.0	70	700
Vanadium	24	240	2,400
Zinc	250	2,500	5,000

* For these elements, STLC is not required unless requested by Client.

22 MONITORING WELL

FRONT ENTRANCE

N
S
E
W

DATE

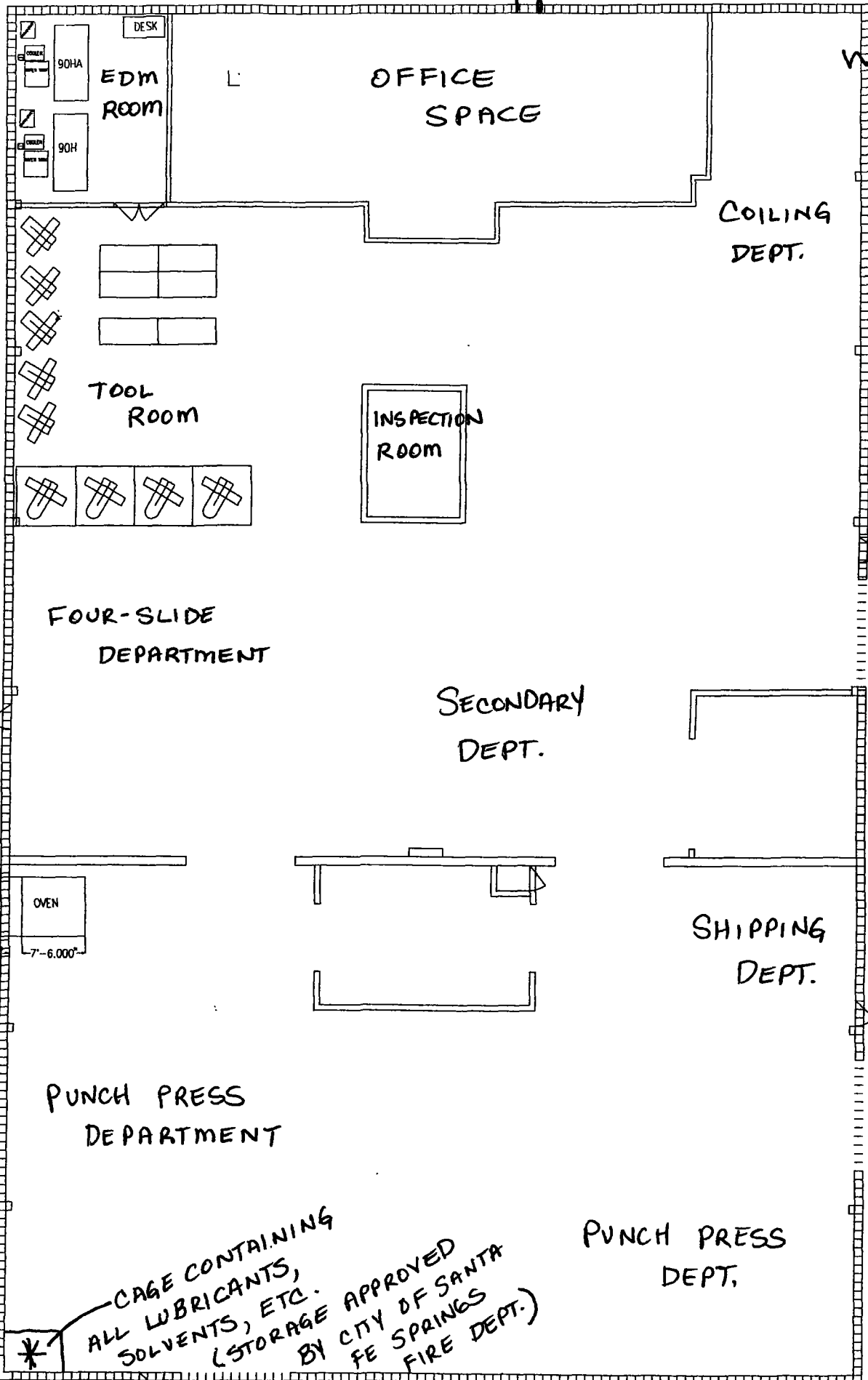
SITE ADDRESS

BUSINESS NAME

SITE MAP 1 of

DRIVEWAY, STORAGE

DRIVEWAY / PARKING



* CAGE CONTAINING
ALL LUBRICANTS,
SOLVENTS, ETC.
(STORAGE APPROVED
BY CITY OF SANTA
FE SPRINGS
FIRE DEPT.)

STORAGE CONTAINER

AWNING (STORAGE)

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAL000248921	2. Page 1 of 1	3. Emergency Response Phone (818) 452-4300	4. Manifest Tracking Number 000244991 JJK		
5. Generator's Name and Mailing Address FTR ASSOCIATES INC 11862 BURKE SANTA FE SPRINGS CA 90670			Generator's Site Address (if different than mailing address)				
6. Transporter 1 Company Name ACTION WASTE OIL SERVICE, LLC			U.S. EPA ID Number CAL000248921				
7. Transporter 2 Company Name			U.S. EPA ID Number				
8. Designated Facility Name and Site Address INDUSTRIAL SERVICE OIL COMPANY, INC 1700 SOUTH SOTO STREET LOS ANGELES, CA 90012			U.S. EPA ID Number CAL0099452708				
Facility's Phone: 562-598-5577							
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	Type	11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes
		1. NEW PORA HAZARDOUS WASTE LIQUID (OIL WATER) ERM 171	200	TI	200	0	221 34
		2.					
		3.					
		4.					
14. Special Handling Instructions and Additional Information DOT ERM #18/WEAR APPROPRIATE PROTECTIVE CLOTHING PERCENTAGES MAY VARY 90 % WATER 2 % OIL 2 % TRANSMISSION FLUID 4 % DEGREASER							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offor's Printed/Typed Name DEBRA DONLEY			Signature <i>Debra Donley</i>		Month Day Year 3 6 08		
INTL	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____						
	Transporter signature (for exports only): _____						
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Materials						
	Transporter 1 Printed/Typed Name PHIL COLLINS			Signature <i>Phil Collins</i>		Month Day Year 3 6 08	
	Transporter 2 Printed/Typed Name			Signature		Month Day Year	
DESIGNATED FACILITY	18. Discrepancy						
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
	Manifest Reference Number: _____						
	18b. Alternate Facility (or Generator) U.S. EPA ID Number						
	Facility's Phone: _____						
	18c. Signature of Alternate Facility (or Generator)						Month Day Year
	19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
	1. H039	2.	3.	4.			
	20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
	Printed/Typed Name JOHNN TRECUART			Signature <i>John Trecurt</i>		Month Day Year 3 6 08	



City of Santa Fe Springs
Fire Protection Division - Environmental Protection Division
11300 Greenstone Avenue, Santa Fe Springs, CA 90670-4619
(562) 944-9713 FAX (562) 941-1817 fire@santafesprings.org

Fire Department CUPA Permit

Mailing Address:

F.T.R. ASSOCIATES INC
11862 BURKE
SANTA FE SPRINGS CA 90670

This permit is issued and accepted on condition that all provisions of the CUPA, Uniform Fire Code, and/or any other regulations of the City of Santa Fe Springs as now adopted, or as may hereafter be adopted shall be complied with. Any violation of these provisions may be grounds for revocation of this permit. Permit is only valid if attached conditions and limitations are met. Compliance with CUPA provisions does not ensure compliance with Uniform Fire Code conditions.

FACILITY ID NO: 603421

Permit Issue Date: 07/01/2007

Site Address:

Permit Expiration Date: 06/30/2008

11862 BURKE SANTA FE SPRINGS CA 90670

THIS PERMIT MUST BE POSTED AT ALL TIMES. PERMITTED PROGRAMS ARE MARKED WITH A CHECK.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Hazardous Materials Business Plan | <input type="checkbox"/> Aboveground Petroleum Storage Tanks |
| <input type="checkbox"/> Hazardous Waste Generator | <input type="checkbox"/> Industrial Waste Permit |
| <input type="checkbox"/> Tiered Permit | <input type="checkbox"/> Rain Water Diversion System |
| <input type="checkbox"/> Underground Storage Tanks | <input type="checkbox"/> Uniform Fire Code Permit |
| <input type="checkbox"/> Accidental Release Prevention Program | |

This permit does not take the place of any license required by law and is not transferable. Any changes in the use or occupancy of premises shall require a new permit.

ALEX RODRIGUEZ

Name

FIRE CHIEF

Title

MATERIAL SAFETY DATA SHEET



SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

Product Name: ~~Arrow~~ 664-P Gear Oil

Chemical Family: Petroleum

Company Identification: Chem Arrow Corporation
13643 Live Oak Lane
Irwindale, CA 91706
United States of America
www.chemarrow.com
Telephone (626) 358-2255
Fax (626) 359-8190

Transportation Emergency Response: Chem Tel Inc.
Telephone (800) 255-3924

Production Information: Contains one or more of the following oils

SECTION 2: HAZARDOUS INGREDIENTS

COMPONENTS	CAS Number	OSHA PEL	ACGIH TLV
Petroleum Oil	64742-57-0	5mg/m3	5mg/m3
Petroleum Oil	64742-58-1	5mg/m3	5mg/m3
Petroleum Oil	64742-62-7	5mg/m3	5mg/m3

SECTION 3: HAZARDS IDENTIFICATION

IMMEDIATE HEALTH EFFECTS

Eye: This product may cause eye irritation.
Skin: Repeated or prolonged contact may cause irritation.
Ingestion: Oral LD 50 has not been established. Do not ingest.
Inhalation: TLV for this product has not been established.

SECTION 4: FIRST AID MEASURES

Eye: Flush with water for at least 15 minutes. If irritation develops seek medical attention.
Skin: Cleanse the affected areas with soap and water. If redness or irritation develops, seek medical attention.
Ingestion: Seek medical attention.
Inhalation: If inhalation occurs, move the exposed person to fresh air. Avoid further inhalation and seek medical attention.

SECTION 5: FIRE FIGHTING MEASURES

FIRE CLASSIFICATION: OSHA Classification (29 CFR 1910.1200)
Not classified by OSHA as flammable.

NFPA RATINGS: Health: 1 Flammability: 1 Reactivity: 0

FLAMMABLE PROPERTIES:

Flashpoint: 194°C (380 °F)

Autoignition: No data available.

Flammability (Explosive) Limits (% by volume in air): Lower: Not Applicable Upper: Not Applicable

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical or carbon dioxide (CO2) to extinguish flames.

PROTECTION OF FIRE FIGHTERS:

Fire Fighting Instructions: This material will burn. For fires involving this material, do not enter any enclosed or confined fire space without protective equipments including self-contained breathing apparatus.

Combustion Products: Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and other organic compounds will be evolved when the material undergoes combustion.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Protective Measures: Eliminate all sources of ignition in vicinity of spilled material.

Spill Management: Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.

Reporting: Follow Local, State and Federal authority's regulations for reporting spills.

SECTION 7: HANDLING AND STORAGE

General Handling Information: Avoid contaminating soil or releasing this product into sewage, drainage system and bodies of water.

Static Hazard: Electrostatics charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and containing filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. For more information, refer to OSHA Standard 29 CFR 1910.106, 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, Recommended Practice on Static Electricity, and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

Container Warnings: Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

GENERAL CONSIDERATIONS: Consider the potential hazards of this material (see Section 3), applicable exposure limits, job activities, and other substances in the work place when designing engineering controls and selecting personal protective equipment. If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

ENGINEERING CONTROLS: Use in a well ventilated area.

PERSONAL PROTECTIVE EQUIPMENT

Eye/Face Protection: No special eye protection is normally required. Where splashing is possible, wear safety glasses with side shields as a good safety practice.

Skin Protection: No special protective clothing is normally required. Where splashing is possible, select protective clothing depending on operations conducted, physical requirements and other substances in the workplace. Suggested materials for protective gloves include: Nitrile Rubber, Silver Shield, Viton.

Respiratory Protection: No respiratory protection is normally required.

If user operations generate an oil mist, determine if airborne concentrations are below the occupational exposure limit. If not, wear an approved respirator that provides adequate protection from the measured concentrations of this material. For air-purifying respirators use a particulate cartridge.

Use a positive pressure air-supplying respirator in circumstances where air-purifying respirators may not provide adequate protection.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Attention: The data below are typical values and do not constitute a specification.

Color: Amber Clear
Physical State: Liquid
Odor: Oil
pH: N/A
Vapor Pressure: N/A
Vapor Density (Air = 1): N/A
Boiling Point: 500°F
Solubility: Oil
Freezing Point: N/A
Specific Gravity: 0.9
Volatile Organic Compounds (VOC): N/A
Viscosity: N/E
Evaporation Rate: N/A

SECTION 10: STABILITY AND REACTIVITY

Chemical Stability: This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.
Incompatibility With Other Materials: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.
Hazardous Decomposition Products: None known (None expected).
Hazardous Polymerization: Hazardous polymerization will not occur.

SECTION 11: TOXICOLOGICAL INFORMATION

IMMEDIATE HEALTH EFFECTS

Eye Irritation: Data has not been established.
Skin Irritation: Data has not been established.
Skin Sensitization: The skin sensitization hazard data has not been established.
Acute Dermal Toxicity: LD 50 has not been established.
Acute Oral Toxicity: Oral LD 50 has not been established.
Acute Inhalation Toxicity: Toxicity hazard data has not been established.

SECTION 12: ECOLOGICAL INFORMATION

ECOTOXICITY: No data has been established.

ENVIRONMENTAL FATE

Ready Biodegradability: This material is not expected to be readily biodegradable.

SECTION 13: DISPOSAL CONSIDERATION

Follow Local, State and Federal regulations regarding disposal.

SECTION 14: TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

DOT Shipping Description: PETROLEUM OIL, N.O.I.B.N.; NOT REGULATED AS A HAZARDOUS MATERIAL UNDER 49 CFR.

IMO/IMDG Shipping Description: NOT REGULATED AS DANGEROUS GOODS.

ICAO/IATA Shipping Description: NOT REGULATED AS DANGEROUS GOODS.

SECTION 15: REGULATORY INFORMATION

EPCRA 311/312 CATEGORIES:	1	Immediate (Acute) Health Effects:	No
	2	Delayed (Chronic) Health Effects:	No
	3	Fire Hazard:	No
	4	Sudden Release of Pressure Hazard:	No
	5	Reactivity Hazard:	No

SECTION 16: OTHER INFORMATION

NFPA RATINGS: Health: 1 Flammability: 1 Reactivity: 0

HMIS: Health: 1 Flammability: 1 Reactivity: 0

(0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE-Personal Protection Equipment Index recommendation, *-Chronic Effect Indicator). These values are contained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

REVISION STATEMENT: The revision updates the following sections of this Material Safety Data Sheet:

REVISION DATE:

The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.

Corner of Town St
Gears of Town St
& Gen Boen

MATERIAL SAFETY DATA SHEET



SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

Product Name: ~~Arrow 503 Way Lube~~

Chemical Family: Petroleum

Company Identification: Chem Arrow Corporation
13643 Live Oak Lane
Irwindale, CA 91706
United States of America
www.chemarrow.com
Telephone (626) 358-2255
Fax (626) 359-8190

Transportation Emergency Response: Chem Tel Inc.
Telephone (800) 255-3924

Production Information: Contains one or more of the following oils

SECTION 2: HAZARDOUS INGREDIENTS

COMPONENTS	CAS Number	OSHA PEL	ACGIH TLV
Petroleum Oil	64742-57-0	5mg/m3	5mg/m3
Petroleum Oil	64742-58-1	5mg/m3	5mg/m3
Petroleum Oil	64742-62-7	5mg/m3	5mg/m3
Petroleum Oil	64742-96-4	5mg/m3	5mg/m3

SECTION 3: HAZARDS IDENTIFICATION

IMMEDIATE HEALTH EFFECTS

Eye: This product may cause eye irritation.
Skin: Repeated or prolonged contact may cause irritation.
Ingestion: Oral LD 50 has not been established. Do not ingest.
Inhalation: TLV for this product has not been established.

SECTION 4: FIRST AID MEASURES

Eye: Flush with water for at least 15 minutes. If irritation develops seek medical attention.
Skin: Cleanse the affected areas with soap and water. If redness or irritation develops, seek medical attention.
Ingestion: Seek medical attention.
Inhalation: If inhalation occurs, move the exposed person to fresh air. Avoid further inhalation and seek medical attention.

SECTION 5: FIRE FIGHTING MEASURES

FIRE CLASSIFICATION: OSHA Classification (29 CFR 1910.1200)
Not classified by OSHA as flammable.

NFPA RATINGS: Health: 1 Flammability: 1 Reactivity: 0

FLAMMABLE PROPERTIES:

Flashpoint: 194°C (380 °F)

Autoignition: No data available.

Flammability (Explosive) Limits (% by volume in air): Lower: Not Applicable Upper: Not Applicable

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical or carbon dioxide (CO2) to extinguish flames.

PROTECTION OF FIRE FIGHTERS:

Fire Fighting Instructions: This material will burn. For fires involving this material, do not enter any enclosed or confined fire space without protective equipments including self-contained breathing apparatus.

Combustion Products: Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and other organic compounds will be evolved when the material undergoes combustion.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Protective Measures: Eliminate all sources of ignition in vicinity of spilled material.

Spill Management: Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.

Reporting: Follow Local, State and Federal authority's regulations for reporting spills.

SECTION 7: HANDLING AND STORAGE

General Handling Information: Avoid contaminating soil or releasing this product into sewage, drainage system and bodies of water.

Static Hazard: Electrostatics charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and containing filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. For more information, refer to OSHA Standard 29 CFR 1910.106, 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, Recommended Practice on Static Electricity, and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

Container Warnings: Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

GENERAL CONSIDERATIONS: Consider the potential hazards of this material (see Section 3), applicable exposure limits, job activities, and other substances in the work place when designing engineering controls and selecting personal protective equipment. If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

ENGINEERING CONTROLS: Use in a well ventilated area.

PERSONAL PROTECTIVE EQUIPMENT

Eye/Face Protection: No special eye protection is normally required. Where splashing is possible, wear safety glasses with side shields as a good safety practice.

Skin Protection: No special protective clothing is normally required. Where splashing is possible, select protective clothing depending on operations conducted, physical requirements and other substances in the workplace. Suggested materials for protective gloves include: Nitrile Rubber, Silver Shield, Viton.

Respiratory Protection: No respiratory protection is normally required. If user operations generate an oil mist, determine if airborne concentrations are below the occupational exposure limit. If not, wear an approved respirator that provides adequate protection from the measured concentrations of this material. For air-purifying respirators use a particulate cartridge. Use a positive pressure air-supplying respirator in circumstances where air-purifying respirators may not provide adequate protection.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Attention: The data below are typical values and do not constitute a specification.

Color: Dark Brown
Physical State: Liquid
Odor: Characteristic
pH: N/A
Vapor Pressure: N/A
Vapor Density (Air = 1): N/A
Boiling Point: 500 °F
Solubility: Oil
Freezing Point: N/E
Specific Gravity: 0.9
Volatile Organic Compounds (VOC): N/A
Viscosity: N/E
Evaporation Rate: N/A

SECTION 10: STABILITY AND REACTIVITY

Chemical Stability: This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.
Incompatibility With Other Materials: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.
Hazardous Decomposition Products: None known (None expected).
Hazardous Polymerization: Hazardous polymerization will not occur.

SECTION 11: TOXICOLOGICAL INFORMATION

IMMEDIATE HEALTH EFFECTS

Eye Irritation: Data has not been established.
Skin Irritation: Data has not been established.
Skin Sensitization: The skin sensitization hazard data has not been established.
Acute Dermal Toxicity: LD 50 has not been established.
Acute Oral Toxicity: Oral LD 50 has not been established.
Acute Inhalation Toxicity: Toxicity hazard data has not been established.

SECTION 12: ECOLOGICAL INFORMATION

ECOTOXICITY: No data has been established.

ENVIRONMENTAL FATE

Ready Biodegradability: This material is not expected to be readily biodegradable.

SECTION 13: DISPOSAL CONSIDERATION

Follow Local, State and Federal regulations regarding disposal.

SECTION 14: TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

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ICAO/IATA Shipping Description: NOT REGULATED AS DANGEROUS GOODS.

SECTION 15: REGULATORY INFORMATION

EPCRA 311/312 CATEGORIES:	1	Immediate (Acute) Health Effects:	No
	2	Delayed (Chronic) Health Effects:	No
	3	Fire Hazard:	No
	4	Sudden Release of Pressure Hazard:	No
	5	Reactivity Hazard:	No

SECTION 16: OTHER INFORMATION

NFPA RATINGS:	Health:	1	Flammability:	1	Reactivity:	0
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HMIS:	Health:	1	Flammability:	1	Reactivity:	0
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(0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE-Personal Protection Equipment Index recommendation, *-Chronic Effect Indicator). These values are contained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

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The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.

Self serving
bottom of
surface grinder

Material Safety Data Sheet

May be used to comply with
 OSHA's Hazard Communication Standard,
 29 CFR 1910.1200. Standard must be
 consulted for specific requirements.

U.S. Department of Labor

Occupational Safety and Health Administration

(Non-Mandatory Form)

Form Approved

OMB No. 1218-0072



IDENTITY (As Used on Label and List)

MSI 60

Note: Blank spaces are not permitted. If any item is not applicable, or no
 information is available, the space must be marked to indicate that.

Section I

Manufacturer's Name ELHOCO MFG., Inc.	Emergency Telephone Number 775-727-1030
Address (Number, Street, City, State, and ZIP Code) 1861 No. Leslie St.	Telephone Number for Information 775-727-1030
Pahrump, Nevada 89060	Date Prepared 11-16-07
	Signature of Preparer (optional) John Hudnall

Section II — Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity, Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	% (optional)
secondary butanol-CAS# 78-92-2, DOT NA 1120			(trace)	.03%

SHIPPING CLASS-S-55, N.O.I. LIQUID, NON-FLAMABLE, NO PLACARD REQUIRED.

Section III — Physical/Chemical Characteristics (ph 9.5 avg.)

Boiling Point	235° F.	Specific Gravity (H ₂ O = 1)	1.171
Vapor Pressure (mm Hg.)	10mm Hg	Melting Point	N/A
Vapor Density (AIR = 1)	75° F.	Evaporation Rate (Butyl Acetate = 1)	0.1 Min.
Solubility in Water	Infinite		

Appearance and Odor
Viscous liquid. Mild hygienic odor.

Section IV — Fire and Explosion Hazard Data

Flash Point (Method Used)	None	Flammable Limits	Non-flammable	LEL	None	UEL	None
Extinguishing Media	None						
Special Fire Fighting Procedures	N/A						

Unusual Fire and Explosion Hazards
NONE

(Reproduce locally)

OSHA 174, Sept. 1985

Section V — Reactivity Data

Stability	Unstable		Conditions to Avoid
	Stable	X	No toxic vapors, unaffected by freezing
Incompatibility (Materials to Avoid) NONE			

Hazardous Decomposition or Byproducts

In itself biodegradable. Disposal method determined by dissolutes.

Hazardous Polymerization	May Occur		Conditions to Avoid
	Will Not Occur	X	

Section VI — Health Hazard Data

Route(s) of Entry: Inhalation? **NONE** Skin? **NONE** Ingestion? **temporary diarrhea**

Health Hazards (Acute and Chronic)

Temp, diarrhea—drink copious amounts of potable water

Not for internal ingestion. KEEP OUT OF REACH OF CHILDREN

Carcinogenicity: **NONE** NTP? **NONE** IARC Monographs? **NONE** OSHA Regulated? **NO**

Signs and Symptoms of Exposure

Minor skin dryness after prolonged exposure. Correct with application of lotion. No Primary skin irritants. No inhalation hazard.

Medical ConditionsGenerally Aggravated by Exposure **None known. Compound is hypoallergenic.****Emergency and First Aid Procedures**

Eye contact—Flush with fresh water. Skin dryness—Apply lotion.

Ingestion—See Health Hazards above.

Section VII — Precautions for Safe Handling and Use**Steps to Be Taken in Case Material is Released or Spilled**

Rinse with fresh water, sewer disposal dependant on dissolutes.

Dispose of within local regulatory parameters.

Waste Disposal Method

See section above (VII).

Precautions to Be Taken in Handling and Storing

Do not store in closed drums above 120° F as container rupture possible.

No special precautions necessary save those for water base cleaner of

Other Precautions

similar mild nature.

Section VIII — Control Measures**Respiratory Protection (Specify Type)****NONE**

Ventilation	Local Exhaust	Normal	Special	NONE
	Mechanical (General)	NONE	Other	NONE

Protective Gloves

Yes for prolonged exposure

Eye Protection

Recommended

Other Protective Clothing or Equipment**NONE****Work/Hygiene Practices**

Clean up spills immediately to avoid slick floors, surfaces, Rinse Well.

MATERIAL SAFETY DATA SHEET



SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

Product Name: **Arrow 6196 Rust Inhibitor**
Chemical Family: **Water Soluble Rust Inhibitor**

Company Identification: **Chem Arrow Corporation**
13643 Live Oak Lane
Irwindale, CA 91706
United States of America
www.chemarrow.com
Telephone (626) 358-2255
Fax (626) 359-8190

Transportation Emergency Response: **Chem Tel Inc.**
Telephone (800) 255-3924

Production Information:

SECTION 2: HAZARDOUS INGREDIENTS

COMPONENTS	CAS Number	OSHA PEL	ACGIH TLV
Sodium Nitrite	7632-00-0	N/E	N/E

SECTION 3: HAZARDS IDENTIFICATION

IMMEDIATE HEALTH EFFECTS

Eye: This product may cause eye irritation.
Skin: Repeated or prolonged contact may cause irritation.
Ingestion: Oral LD 50 has not been established. Do not ingest.
Inhalation: TLV for this product has not been established.

SECTION 4: FIRST AID MEASURES

Eye: Flush with water for at least 15 minutes. If irritation develops seek medical attention.
Skin: Cleanse the affected areas with soap and water. If redness or irritation develops, seek medical attention.
Ingestion: Seek medical attention.
Inhalation: If inhalation occurs, move the exposed person to fresh air. Avoid further inhalation and seek medical attention.

SECTION 5: FIRE FIGHTING MEASURES

FIRE CLASSIFICATION: OSHA Classification (29 CFR 1910.1200)
Not classified by OSHA as flammable.

NFPA RATINGS: Health: 1 Flammability: 0 Reactivity: 0

FLAMMABLE PROPERTIES:

Flashpoint: None
Autoignition: No data available.
Flammability (Explosive) Limits (% by volume in air): Lower: Not Applicable Upper: Not Applicable

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical or carbon dioxide (CO2) to extinguish flames.

PROTECTION OF FIRE FIGHTERS:

Fire Fighting Instructions: This material will burn. For fires involving this material, do not enter any enclosed or confined fire space without protective equipments including self-contained breathing apparatus.

Combustion Products: Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and other organic compounds will be evolved when the material undergoes combustion.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Protective Measures: Eliminate all sources of ignition in vicinity of spilled material.

Spill Management: Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.

Reporting: Follow Local, State and Federal authority's regulations for reporting spills.

SECTION 7: HANDLING AND STORAGE

General Handling Information: Avoid contaminating soil or releasing this product into sewage, drainage system and bodies of water.

Static Hazard: Electrostatics charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and containing filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. For more information, refer to OSHA Standard 29 CFR 1910.106, 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, Recommended Practice on Static Electricity, and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

Container Warnings: Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

GENERAL CONSIDERATIONS: Consider the potential hazards of this material (see Section 3), applicable exposure limits, job activities, and other substances in the work place when designing engineering controls and selecting personal protective equipment. If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

ENGINEERING CONTROLS: Use in a well ventilated area.

PERSONAL PROTECTIVE EQUIPMENT

Eye/Face Protection: No special eye protection is normally required. Where splashing is possible, wear safety glasses with side shields as a good safety practice.

Skin Protection: No special protective clothing is normally required. Where splashing is possible, select protective clothing depending on operations conducted, physical requirements and other substances in the workplace. Suggested materials for protective gloves include: Nitrile Rubber, Silver Shield, Viton.

Respiratory Protection: No respiratory protection is normally required.

If user operations generate an oil mist, determine if airborne concentrations are below the occupational exposure limit. If not, wear an approved respirator that provides adequate protection from the measured concentrations of this material. For air-purifying respirators use a particulate cartridge.

Use a positive pressure air-supplying respirator in circumstances where air-purifying respirators may not provide adequate protection.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Attention: The data below are typical values and do not constitute a specification.

Color: Light Yellow
Physical State: Liquid
Odor: Mild
pH: 8.0
Vapor Pressure: N/A
Vapor Density (Air = 1): Heavier
Boiling Point: 212 °F
Solubility: Water
Freezing Point: 32 °F
Specific Gravity: 1.2
Volatile Organic Compounds (VOC): N/A
Viscosity: N/A
Evaporation Rate: N/A

SECTION 10: STABILITY AND REACTIVITY

Chemical Stability: This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.
Incompatibility With Other Materials: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.
Hazardous Decomposition Products: None known (None expected).
Hazardous Polymerization: Hazardous polymerization will not occur.

SECTION 11: TOXICOLOGICAL INFORMATION

IMMEDIATE HEALTH EFFECTS

Eye Irritation: Data has not been established.
Skin Irritation: Data has not been established.
Skin Sensitization: The skin sensitization hazard data has not been established.
Acute Dermal Toxicity: LD 50 has not been established.
Acute Oral Toxicity: Oral LD 50 has not been established.
Acute Inhalation Toxicity: Toxicity hazard data has not been established.

SECTION 12: ECOLOGICAL INFORMATION

ECOTOXICITY: No data has been established.

ENVIRONMENTAL FATE

Ready Biodegradability: This material is not expected to be readily biodegradable.

SECTION 13: DISPOSAL CONSIDERATION

Follow Local, State and Federal regulations regarding disposal.

SECTION 14: TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

DOT Shipping Description: N.O.I.B.N.; NOT REGULATED AS A HAZARDOUS MATERIAL UNDER 49 CFR.

IMO/IMDG Shipping Description: NOT REGULATED AS DANGEROUS GOODS.

ICAO/IATA Shipping Description: NOT REGULATED AS DANGEROUS GOODS.

SECTION 15: REGULATORY INFORMATION

EPCRA 311/312 CATEGORIES:	1	Immediate (Acute) Health Effects:	No
	2	Delayed (Chronic) Health Effects:	No
	3	Fire Hazard:	No
	4	Sudden Release of Pressure Hazard:	No
	5	Reactivity Hazard:	No

SECTION 16: OTHER INFORMATION

NFPA RATINGS: Health: 1 Flammability: 0 Reactivity: 0

HMIS: Health: 1 Flammability: 0 Reactivity: 0

(0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE-Personal Protection Equipment Index recommendation, *-Chronic Effect Indicator). These values are contained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

REVISION STATEMENT: The revision updates the following sections of this Material Safety Data Sheet:

REVISION DATE:

The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.



DRAWSOL 4470

Print Close

Shell Lubricants in the USA

MSDS NUMBER: 2572

STUART

D. A. STUART COMPANY
MATERIAL SAFETY DATA SHEET-----
SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

CHEMICAL PRODUCT IDENTIFICATION:

PRODUCT NAME : #2737 DRAWSOL 4470
PRODUCT ID NUMBER. : 14144.00
PRODUCT CLASS : DRAWING COMPOUND

MANUFACTURER IDENTIFICATION:

NAME : D. A. STUART COMPANY
ADDRESS : 4580 WEAVER PARKWAY
WARRENVILLE IL
60555
TELEPHONE : 530-393-0833

FOR CHEMICAL EMERGENCY

Spill, leak, fire, exposure, or accident
EMERGENCY CONTACT : CHEMTREC
EMERGENCY TELEPHONE : (800) 424-9300

SECTION 2 - COMPOSITION, INFORMATION ON INGREDIENTS

1

CAS# 107-41-5
HEXYLENE GLYCOL
PCT BY WT: < 2
EXPOSURE LIMIT:
ACGIH TLV/TWA: 25 PPM (CEILING)
OSHA PEL/TWA: 25 PPM (CEILING)

2

CAS# 102-71-6
TRIETHANOLAMINE
PCT BY WT: < 10
EXPOSURE LIMIT:
ACGIH TLV/TWA: 5 MG/M3
OSHA PEL/TWA: 5 MG/M3

3

CAS# 64742-52-5
PETROLEUM HEAVY NAPHTHENIC DISTILLATE
PCT BY WT: < 20
EXPOSURE LIMIT:
ACGIH TLV/TWA: 5 MG/M3 (OILMIST)
ACGIH TLV/STEL: 10 MG/M3 (OILMIST)
OSHA PEL/TWA: 5 MG/M3 (OILMIST)

4 ETHOXYLATED FATTY ALCOHOL
CAS# 69227-21-0

ALCOHOLS, C12-C18 ETHOXYL

PCT BY WT: < 4

EXPOSURE LIMIT:

OSHA PEL/TWA: NOT ESTABLISHED.

5

CAS# 61788-76-9

CHLORINATED PARAFFINS

PCT BY WT: < 40

EXPOSURE LIMIT:

OTHER:

(cont.)

THIS CONSTITUENT HAS A MANUFACTURER'S
RECOMMENDED TLV OF 5 MG/M3 FOR OILMIST.

6

CAS# MIXTURE

SULFONATE BARIUM

PCT BY WT: < 3

EXPOSURE LIMIT:

OTHER:

(cont.)

(cont.)

(cont.)

THIS CONSTITUENT IS A SARA 313 REPORTABLE ITEM
CONTAINING LESS THAN 46% BARIUM SULFONATE, CAS#
61790-48-5, AND LESS THAN 13% BARIUM CARBONATE,
CAS# 513-77-9.*****
This product contains no components, present in excess of 0.1% by weight,
which are listed as carcinogens by IARC, NTP, or OSHA.

SECTION 3 - HAZARDS IDENTIFICATION

HEALTH HAZARDS (Acute and Chronic):

ACUTE HEALTH HAZARDS:

prolonged or frequent contact may cause skin and eye irritation. Inhalation
of mists/vapors may cause respiratory irritation.

CHRONIC HEALTH HAZARDS: Not determined for the product as a whole.

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY OVEREXPOSURE:

None Determined

ROUTE(S) OF ENTRY:

Inhalation?	Skin?	Ingestion?
Yes	Yes	Possible

SIGNS AND SYMPTOMS OF OVEREXPOSURE:

Possible red and/or itching skin due to overexposure.

SECTION 4 - FIRST AID MEASURES

EYE CONTACT:

Flush with water at once for at least 15 minutes, lifting upper and lower
lids to ensure even flushing. Seek medical attention.

SKIN CONTACT:

Remove contaminated clothing immediately, and wash affected area thoroughly

with soap and water. If irritation persists, seek medical attention

INHALATION:

If a person breathes in large amounts of this product, move the exposed person to fresh air at once. If breathing becomes difficult, administer oxygen and seek immediate medical attention.

INGESTION:

Rinse mouth immediately. Never give anything to an unconscious person. Do not induce vomiting unless advised by a physician. Seek immediate medical attention.

SECTION 5 - FIRE FIGHTING MEASURES

FIRE AND EXPLOSIVE PROPERTIES:

Flashpoint 340.0 °F GREATER THAN
Auto-ignition temperature. -N/A
Lower Explosion Limit. . . -N/A
Upper Explosion Limit. . . -N/A

EXTINGUISHING MEDIA:

Dry Chemical, Foam, CO2, Water Fog

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Combustion and/or thermal decomposition can give off hydrogen sulfide and hydrogen chloride.

SPECIAL FIRE FIGHTING PROCEDURES:

Clear fire area of unprotected personnel. Do not enter a confined space without a helmet, face-shield, bunker coat, gloves, rubber boots, and a positive pressure NIOSH approved self-contained breathing apparatus.

SECTION 6 - ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:

Persons not wearing proper personal protective equipment as stated in Section 8 should be excluded from area of spill. Extinguish all flames in the vicinity. Dike spill and soak up with inert absorbent material. Place in appropriate containers and affix proper labels.

OTHER PRECAUTIONS:

Use good personal hygiene. For industrial use only.
Avoid breathing mists and vapors. Wear all appropriate personal protection equipment at all times.

SECTION 7 - HANDLING AND STORAGE

HANDLING PRECAUTIONS:

Avoid contact with eyes, skin, and clothing. Do not get into eyes, on skin, or clothing. Wash thoroughly after handling. Avoid breathing mist or vapor. Use only with adequate ventilation.

Store in well-ventilated, cool, dry area. Keep containers closed when not in immediate use. Store with compatible materials and equipment.

Store containers closed, away from ignition sources such as open flames.
Keep away from extreme temperatures.

EYE PROTECTION: Safety Glasses
PROTECTIVE GLOVES: Rubber, Impervious

An eyewash fountain should be located nearby work area at all times for emergency use.

If ventilation equipment is not sufficient to keep airborne concentrations below exposure limits, a NIOSH approved respirator should be worn.

Local Exhaust:	Recommended
Mechanical:	None Special
Special:	None Special
Other:	None Special

Use good personal hygiene at all times. Launder soiled clothing before reuse. Wash hands thoroughly before eating or smoking.

Physical Appearance	:	DARK	
Odor	:	MILD PETROLEUM	
Physical State	:	LIQUID	
pH	:	-N/A	
Vapor Pressure	:	-N/A	
Vapor Density	:	-N/A	
Boiling Range	:	Lower - N/A	°F
		Higher - N/A	°F
Water Solubility	:	EMULSIFIES	
Specific Gravity	:	1.199	
Evaporation Rate	:	-N/A	

STABILITY: Stable CONDITIONS TO AVOID: None Known

Oxides of carbon and sulfur, hydrogen sulfide and hydrogen chloride.

HAZARDOUS POLYMERIZATION: Will Not Occur
CONDITIONS TO AVOID: None Known

SECTION 11 - TOXICOLOGICAL INFORMATION

Please refer to Section 3 for information on potential health effects.

SECTION 12 - ECOLOGICAL INFORMATION

Ecological testing has not been conducted on this product.

SECTION 13 - DISPOSAL CONSIDERATIONS

Follow all Federal, State, Local and Corporate Regulations for disposal. The disposal method and manner practices should be acceptable to good waste management practices and follow applicable codes and regulations.

SECTION 14 - TRANSPORT INFORMATION

DOT SHIPPING DESCRIPTION:

NOT DOT REGULATED

SECTION 15 - REGULATORY INFORMATION

SARA 311 AND 312 INFORMATION:

This product contains the following substances defined as Hazardous by OSHA Hazard Communication Standard 29 CFR 1910.1200 (d).

CAS#	Chemical Name	% By Weight
------	---------------	-------------

See Section 2

SARA 313 INFORMATION:

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372:

SULFONATE BARIUM

CAS# MIXTURE	PCT BY WT: < 3
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SECTION 16 - OTHER INFORMATION

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM (HMIS) INFORMATION
Health- 2 Flammability- 1

Reactivity- 1

Personal Protective Equipment- B

PPE "B" = Safety Glasses and Gloves

Prepared by : EHS Department
MSDS Last Revision Date : 09/18/2001
MSDS Print Date : 01/10/2002

THE INFORMATION CONTAINED HEREIN IS BASED ON DATA CONSIDERED ACCURATE BY THE D.A. STUART COMPANY. HOWEVER, NO WARRANTY, EXPRESSED OR IMPLIED, IS GIVEN REGARDING THE ACCURACY OF THESE DATA OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF.

MATERIAL SAFETY DATA SHEET



SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

Product Name: Arrow 13388 Drawing Oil
Chemical Family: Petroleum

Company Identification: Chem Arrow Corporation
13643 Live Oak Lane
Irwindale, CA 91706
United States of America
www.chemarrow.com
Telephone (626) 358-2255
Fax (626) 359-8190

Transportation Emergency Response: Chem Tel Inc.
Telephone (800) 255-3924

Production Information:

SECTION 2: HAZARDOUS INGREDIENTS

COMPONENTS	CAS Number	OSHA PEL	ACGIH TLV
Highly Refined Petroleum Oil	64741-96-4	5mg/m3	5mg/m3

SECTION 3: HAZARDS IDENTIFICATION

IMMEDIATE HEALTH EFFECTS

Eye: This product may cause eye irritation.
Skin: Repeated or prolonged contact may cause irritation.
Ingestion: Oral LD 50 has not been established. Do not ingest.
Inhalation: TLV for this product has not been established.

SECTION 4: FIRST AID MEASURES

Eye: Flush with water for at least 15 minutes. If irritation develops seek medical attention.
Skin: Cleanse the affected areas with soap and water. If redness or irritation develops, seek medical attention.
Ingestion: Seek medical attention.
Inhalation: If inhalation occurs, move the exposed person to fresh air. Avoid further inhalation and seek medical attention.

SECTION 5: FIRE FIGHTING MEASURES

FIRE CLASSIFICATION: OSHA Classification (29 CFR 1910.1200)
Not classified by OSHA as flammable.

NFPA RATINGS: Health: 2 Flammability: 1 Reactivity: 0

FLAMMABLE PROPERTIES:

Flashpoint: °C (300 °F)
Autoignition: No data available.
Flammability (Explosive) Limits (% by volume in air): Lower: Not Applicable Upper: Not Applicable

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical or carbon dioxide (CO2) to extinguish flames.

PROTECTION OF FIRE FIGHTERS:

Fire Fighting Instructions: This material will burn. For fires involving this material, do not enter any enclosed or confined fire space without protective equipments including self-contained breathing apparatus.

Combustion Products: Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and other organic compounds will be evolved when the material undergoes combustion.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Protective Measures: Eliminate all sources of ignition in vicinity of spilled material.

Spill Management: Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.

Reporting: Follow Local, State and Federal authority's regulations for reporting spills.

SECTION 7: HANDLING AND STORAGE

General Handling Information: Avoid contaminating soil or releasing this product into sewage, drainage system and bodies of water.

Static Hazard: Electrostatics charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and containing filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. For more information, refer to OSHA Standard 29 CFR 1910.106, 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, Recommended Practice on Static Electricity, and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

Container Warnings: Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

GENERAL CONSIDERATIONS: Consider the potential hazards of this material (see Section 3), applicable exposure limits, job activities, and other substances in the work place when designing engineering controls and selecting personal protective equipment. If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

ENGINEERING CONTROLS: Use in a well ventilated area.

PERSONAL PROTECTIVE EQUIPMENT

Eye/Face Protection: No special eye protection is normally required. Where splashing is possible, wear safety glasses with side shields as a good safety practice.

Skin Protection: No special protective clothing is normally required. Where splashing is possible, select protective clothing depending on operations conducted, physical requirements and other substances in the workplace. Suggested materials for protective gloves include: Nitrile Rubber, Silver Shield, Viton.

Respiratory Protection: No respiratory protection is normally required.

If user operations generate an oil mist, determine if airborne concentrations are below the occupational exposure limit. If not, wear an approved respirator that provides adequate protection from the measured concentrations of this material. For air-purifying respirators use a particulate cartridge.

Use a positive pressure air-supplying respirator in circumstances where air-purifying respirators may not provide adequate protection.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Attention: The data below are typical values and do not constitute a specification.

Color: Dark Brown
Physical State: Liquid
Odor: Characteristic
pH: N/A
Vapor Pressure: N/A
Vapor Density (Air = 1): N/A
Boiling Point: 500° F
Solubility: Oil
Freezing Point: N/A
Specific Gravity: 1.0
Volatile Organic Compounds (VOC): N/A
Viscosity: N/A
Evaporation Rate: N/A

SECTION 10: STABILITY AND REACTIVITY

Chemical Stability: This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.
Incompatibility With Other Materials: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.
Hazardous Decomposition Products: None known (None expected).
Hazardous Polymerization: Hazardous polymerization will not occur.

SECTION 11: TOXICOLOGICAL INFORMATION

IMMEDIATE HEALTH EFFECTS

Eye Irritation: Data has not been established.
Skin Irritation: Data has not been established.
Skin Sensitization: The skin sensitization hazard data has not been established.
Acute Dermal Toxicity: LD 50 has not been established.
Acute Oral Toxicity: Oral LD 50 has not been established.
Acute Inhalation Toxicity: Toxicity hazard data has not been established.

SECTION 12: ECOLOGICAL INFORMATION

ECOTOXICITY: No data has been established.

ENVIRONMENTAL FATE

Ready Biodegradability: This material is not expected to be readily biodegradable.

SECTION 13: DISPOSAL CONSIDERATION

Follow Local, State and Federal regulations regarding disposal.

SECTION 14: TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

DOT Shipping Description: PETROLEUM OIL, N.O.I.B.N.; NOT REGULATED AS A HAZARDOUS MATERIAL UNDER 49 CFR.

IMO/IMDG Shipping Description: NOT REGULATED AS DANGEROUS GOODS.

ICAO/IATA Shipping Description: NOT REGULATED AS DANGEROUS GOODS.

SECTION 15: REGULATORY INFORMATION

EPCRA 311/312 CATEGORIES:	1	Immediate (Acute) Health Effects:	No
	2	Delayed (Chronic) Health Effects:	No
	3	Fire Hazard:	No
	4	Sudden Release of Pressure Hazard:	No
	5	Reactivity Hazard:	No

SECTION 16: OTHER INFORMATION

NFPA RATINGS: Health: 2 Flammability: 1 Reactivity: 0

HMIS: Health: 2 Flammability: 1 Reactivity: 0

(0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE-Personal Protection Equipment Index recommendation, *-Chronic Effect Indicator). These values are contained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

REVISION STATEMENT: The revision updates the following sections of this Material Safety Data Sheet:

REVISION DATE:

The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.

MATERIAL SAFETY DATA SHEET

MANUFACTURER'S SERVICE INCORPORATED
9715 KILINGERMAN, SOUTH EL MONTE, CA 91733
(626) 443-3057 (323) 283-1013

SECTION 1 : PRODUCT IDENTIFICATION

PRODUCT NAME: 111 ANTI-RUST

MSDS# : 002

DATE ISSUED : April, 2005

SUPERSEDES : April, 2000

SECTION 2 : CHEMICAL COMPONENTS

COMPONENT	CAS #	%
Sodium Gluconate	527-07-1	Proprietary
Caustic soda	1310-73-2	Proprietary
Triethanolamine	2-71-6	Proprietary

COMPONENT	OSHA PEL	ACGIH TLV
Sodium Gluconate	N.E.	5 mg./cu.m
Caustic soda	2 mg./cu.m	2 mg./cu.m
Triethanolamine	N.E.	N.E.

N.E. - Not Established

N.K. - Not Known

*Nuisance dust

SECTION 3 : HAZARD IDENTIFICATION

This mixture has not been tested as a whole, the data presented below is based on the properties of the individual components.

APPEARANCE : Straw colored liquid

DANGER ! CORROSIVE !! MAY CAUSE EYE, SKIN, AND RESPIRATORY IRRITATION.

FOR INDUSTRIAL USE ONLY; KEEP AWAY FROM CHILDREN.

HAZARD RATING (NFPA CRITERIA) :

HEALTH : 2

FIRE : 0

REACTIVITY : 0

CORROSIVE

HAZARD RATING SCALE :

0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

NOTE : NFPA ratings involve data and interpretations that may vary from company to company. They are intended only for rapid, general identification of the magnitude of the specific hazard. To deal adequately with the safe handling of this material, all information contained in this MSDS must be considered.

MEDICAL CONDITION AGGRAVATED BY EXPOSURE : Pre-existing skin disorder may be aggravated by exposure to this product.

CARCINOGENICITY: The major component of this material are not considered carcinogenic by the National Toxicology Program (NTP), The International Agency for Research on Cancer (IARC) or the Occupational Health and Safety Administration (OSHA).

SECTION 4 : FIRST AID MEASURES

EYE CONTACT: Irrigate with flowing water immediately and continuously for 15 minutes. Consult medical personnel.

SKIN CONTACT : In case of contact, remove contaminated clothing and flush skin with plenty of water. Wash clothing before reuse. Contact a physician.

INGESTION: Rinse mouth with water. Do not induce vomiting. Dilute by giving one or two glasses of water and transport to medical facility.

INHALATION : Using proper respiratory protection, immediately remove affected victim from exposure. Administer artificial respiration if breathing has stopped. Give oxygen if breathing is difficult, provided that qualified personnel is available. Get medical attention.

SECTION 5 : FIRE FIGHTING MEASURES

FLAMMABLE (EXPLOSIVE) LIMIT IN AIR :

LOWER LIMIT : No Data

UPPER LIMIT : No Data

AUTOIGNITION DATA (°F) : No Data

FIRE EXTINGUISHING MEDIA : To extinguish fires use media appropriate for primary source of fire including Carbon Dioxide, Dry chemical foam or water. Use of water can make the surface very slippery be extremely careful to avoid fall.

FIRE FIGHTING INSTRUCTION :

- Fire fighters should wear full protective equipment and positive pressure self-contained breathing apparatus.
- Use water spray to cool fire exposed surfaces and to protect personnel.
- Do not spray water directly into containers.
- Water runoff can cause environmental damage. Dike and collect water used to fight fires.

SECTION 6 : ACCIDENTAL RELEASE MEASURES

PRECAUTIONS : Only trained and properly equipped personnel should handle spills. Isolate hazard area. Keep away unnecessary and unprotected personnel. Shut off leak if safe to do so. Ventilate spill area. Keep away from drains, sewers, waterways and soil. Small or large spills should be well contained to avoid contents leaking to plants.

SMALL SPILLS : Absorb spill with inert material (e.g. dry sand or absorbent), than place in a DOT approved chemical waste container.

LARGE SPILLS : Dike spill with earth or sand and take up with non-combustible absorbent or pump into DOT-approved waste container. DO NOT use combustible material such as sawdust.

SECTION 7 : STORAGE AND HANDLING

STORAGE : Store in cool dry, well ventilated area, away from incompatible materials. Keep containers closed when not in use. Prevent exposure to extreme temperatures.

HANDLING :

- Avoid contact with eyes and skin.
- DO NOT breath dust vapors or mist
- Use only in properly ventilated area.
- Wash thoroughly after handling
- Remove contaminated clothing and launder before reuse

Emptied containers may retain product residue (liquid and/or vapor) and can be dangerous. Always obey hazard warnings and handle empty containers carefully. Empty drums should be completely drained, properly bunged and promptly returned to a drum reconditioner or properly disposed of.

SECTION 8 : EXPOSURE CONTROL/PERSONAL PROTECTION

NIOSH approved dust mask recommended for poorly ventilated areas or sensitive individuals. Protective gloves are recommended for sensitive individuals or prolong contact. Chemical goggles are recommended for eye protection. Safety showers and eye wash facility within the reach should be provided. Provide mechanical exhaust ventilation to prevent release of dust in the work area.

SECTION 9 : PHYSICAL AND CHEMICAL PROPERTIES

Physical state - Liquid
Specific Gravity - No Data
Solubility - Water soluble
Flash Point - No data
Boiling Point - No data
Vapor pressure - No data

SECTION 10 : STABILITY AND REACTIVITY

Generally stable, Avoid exposure to excessive temperature. If wetted, caustic soda can be exothermic. Avoid contact with strong acids and other incompatible material

SECTION 11 : TOXICOLOGICAL INFORMATION

Effects of over exposure

Eye Contact: Primary irritant - damage reversible with prompt first aid.

Inhalation: Irritation, sneezing

Skin Contact: Contact dermatitis in sensitive individuals. prolong continual exposure can be irritating.

Ingestion: Irritation, nausea, vomiting.

Chronic: No evidence of adverse effects from available information.

SECTION 12 : ECOLOGICAL INFORMATION

Material is biodegradable under most definitions of the term. Avoid discharge to environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Haul to approved sanitary land fill or dump in compliance with federal , State, or local regulations. Consult an expert on disposal of waste and materials used in spill cleanup and ensure conformity to all federal, state and local disposal regulations. Regulatory requirements are subject to change and may differ from one location to another; the generator of the waste is responsible for proper waste disposal.

Emptied containers may retain product residue and are subject to proper disposal as above. Regulations also apply to container liners and rinsates.

SECTION 14 : TRANSPORT INFORMATION

DOT INFORMATION : It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

SECTION 15 : REGULATORY INFORMATION

OSHA : Permissible Exposure Level - refer to section 2.

ACGIH : Threshold Limit Value - refer to section 2.

TSCA : Some components of this products are listed on TSCA inventory.

CALIFORNIA PROPOSITION 65 : Not applicable

SECTION 16 : OTHER INFORMATION

ALL INFORMATION APPEARING HEREIN IS BASED UPON THE DATA OBTAINED FROM MANUFACTURER AND/OR RECONGNIZED TECHNICAL SOURCES. WHILE THE INFORMATION IS BELIEVED TO BE ACCURATE, MANUFACTURE SERVICES INCORPORATED MAKE NO REPRESENTATION AS TO ITS ACCURACY OR SUFFICIENCY. CONDITIONS OF USE ARE BEYOND OUR CONTROLS AND THEREFORE USERS ARE RESPONSIBLE TO VERIFY THIS DATA UNDER THEIR OWN OPERATING CONDITIONS TO DETERMINE WHETHER THE PRODUCT IS SUITABLE FOR THEIR PARTICULAR PURPOSES AND THEY ASSUME ALL RISKS OF THEIR USE, HANDLING, AND DISPOSAL OF THE PRODUCT, OR FROM THE PUBLICATION OR USE OF, OR RELIANCE UPON, INFORMATION CONTAINED HEREIN. THIS INFORMATION RELATES ONLY TO THE PRODUCT DESIGNATED HEREIN, AND DOES NOT RELATE TO ITS USE IN COMBINATION WITH ANY OTHER MATERIAL OR IN ANY OTHER MATERIAL OR IN ANY OTHER PROCESS.

MSI 111 ANTI-RUST

MSI 111 ANTI-RUST – A very light amber liquid, odorless, PH 12, biodegradable. Deposits a rust inhibiting film on ferrous parts that will protect these parts for up to several months in inside storage.

Use at a ratio of 3 to 14 oz per gallon of water depending on the material used and how long the parts are to be protected. Will protect most ferrous metals even if left to air dry. This anti-rust film does not effect later operations such as welding, plating, painting and similar applications.

MATERIAL SAFETY DATA SHEET

Cleaning Solvent

Date Prepared: 9/28/19

Page 1 of

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name

~~Cleaning Solvent~~

Product Number(s)

GW810001, GW810002, GW810004, GW810005

Chemical Name

Naphtha Solvent

Use

Varies

Company Identification

GoldenWest Lubricants, Inc.
1816 Potrero Avenue
South El Monte, CA 91733-3023

Telephone Numbers

Emergency: Chemtrec (24 hr)	(800) 424-9300
Technical Information:	(626) 443-3441
Product Information:	(626) 443-3441

2. COMPOSITION/INFORMATION ON INGREDIENTS

HAZARDOUS COMPONENTS:

<u>Components</u>	<u>CAS No.</u>	<u>% by Wt.</u>	<u>OSHA PEL</u>	<u>TWA (ACGIH)</u>
Aliphatic Hydrocarbons (Stoddard Type)	8052-41-3	100	100 ppm	100 ppm

NOTE:

All the components of this material are listed on the Toxic Substances Control Act Chemical Substances inventory.

NA – Not Applicable

ND – Not Determined

MATERIAL SAFETY DATA SHEET

Cleaning Solvent

Date Prepared: 9/28/19

Page 1 of

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name

~~Cleaning Solvent~~

Product Number(s)

GW810001, GW810002, GW810004, GW810005

Chemical Name

Naphtha Solvent

Use

Varies

Company Identification

Golden West Lubricants, Inc.
1816 Potrero Avenue
South El Monte, CA 91733-3023

Telephone Numbers

Emergency: Chemtrec (24 hr)	(800) 424-9300
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2. COMPOSITION/INFORMATION ON INGREDIENTS

HAZARDOUS COMPONENTS:

<u>Components</u>	<u>CAS No.</u>	<u>% by Wt.</u>	<u>OSHA PEL</u>	<u>TWA (ACGIH)</u>
Aliphatic Hydrocarbons (Stoddard Type)	8052-41-3	100	100 ppm	100 ppm

NOTE:

All the components of this material are listed on the Toxic Substances Control Act Chemical Substances inventory.

NA – Not Applicable

ND – Not Determined

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

- ◆ Prolonged exposure can cause skin irritation
- ◆ Keep out of sewers and waterways
- ◆ May cause eye irritation

Potential Health Effects

Eye: May cause stinging irritation, tearing, or redness.

Skin Contact: Repeated or prolonged contact may cause dryness or irritation.

Ingestion: May cause mouth and throat irritation when swallowed; ingestion of large quantities may cause discomfort.

Inhalation: If used in applications where mist is generated, may cause irritation to nose and throat.

Signs and Symptoms of Exposure: Irritation to skin, watering or redness in eyes, discomfort, throat irritation if swallowed.

4. FIRST AID MEASURES

Eye: Flush with water. If irritation occurs call for medical assistance.

Skin: Remove contaminated clothing. Wash with soap and water. Call for medical attention if symptoms prevail.

Ingestion: DO NOT induce vomiting. Get medical assistance.

Inhalation: Remove person to fresh air. Call for medical attention if needed.

5. FIRE FIGHTING MEASURES

Flash Point: >105°F **Method:** ASTM D-92

Flammable Limits (% by volume in air): Lower: ND Upper: ND

Extinguishing Media: Dry chemical, carbon dioxide, water fog, foam

NFPA Ratings: Health – 0 Flammability – 2 Reactivity – 0

(0 - Insignificant, 1 - Slight, 2 - Moderate, 3 - High, 4 - Extreme)

Fire Fighting Instructions: Wear protective clothing and self-contained breathing apparatus. Extinguish with foam, dry chemical, carbon dioxide.

Combustion or Decomposition Products: May cause dense smoke, oxides of carbon and various hydrocarbons.

6. ACCIDENTAL RELEASE MEASURES

Chemtrec Emergency Number (24 hrs): (800) 424-9300
U.S. Coast Guard National Response Center: (800) 424-8802

Spill Procedures: Personal Protective Equipment must be worn; see Section 8 for recommendations. Ventilate area if spilled in confined space or other poorly ventilated areas. Prevent entry into sewers and waterways. Pick up free liquid for recycle and/or disposal. Residual liquid can be absorbed on inert material. Check under Transportation and Labeling (DOT/CERCLA) and Other Regulatory Information Section (SARA) for hazardous substances to determine regulatory reporting requirements for spills.

7. HANDLING AND STORAGE

Handling and Storage: Avoid eye and prolonged skin contact as with all industrial materials. Wash thoroughly after handling. Follow all MSDS/label precautions after container is emptied because they may retain product residues. Store in a cool, dry place. Keep containers closed when not in use.

Read and follow all precautions on product label

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Personal Protective Equipment

Eye/Face Protection: Use chemical goggles or face shield.

Skin Protection: Contact may be minimized by wearing protective clothing and oil resistant gloves.

Respiratory Protection: Use NIOSH/MSHA approved full face respirator with an organic vapor cartridge if the recommended exposure limit is exceeded. Use self-contained breathing apparatus for entry into confined space, for other poorly ventilated areas and large spill clean-up sites.

Engineering Controls: Good general ventilation should be sufficient to control airborne levels below exposure limits. A local exhaust is recommended in enclosed areas.

Clothing Recommendation: Long sleeve shirt is recommended. Wear a chemically protective apron when contact with material may occur. Do not wear rings, watches or similar apparel that could entrap and cause a skin reaction.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear Liquid
Odor:	Mild Solvent
Specific Gravity (water = 1):	0.77
Viscosity SUS @ 100°F:	ND
Flash Point:	>105°F
pH (as is):	ND
pH (dilute) @ 5 %:	ND
Solubility in Water (%):	0
Vapor Pressure (mm Hg):	2.0 @ 68°F
Vapor Density (air = 1):	4.9
Volatile Organic Compound:	791 g/L

10. STABILITY AND REACTIVITY

Hazardous Decomposition Products:	May cause dense smoke, oxides of carbon and various hydrocarbons.
Chemical Stability:	Material is normally stable at room temperature and pressure. See the Handling and Storage section for further details.
Conditions to Avoid:	Excessive heat or flames
Incompatibility with other Materials:	Oxidizing or acidic materials
Hazardous Polymerization:	Will not occur

11. TOXICOLOGICAL INFORMATION

No information available at present time.

12. ECOLOGICAL INFORMATION

No data are available on the adverse effects of this material on the environment. As a precaution, product should be kept out of sewage and drainage systems and bodies of water.

13. DISPOSAL CONSIDERATIONS

Any disposal practice must be in compliance with local, state and federal laws and regulations. Empty containers must be handled with care due to product residue. GoldenWest Lubricants Inc. will provide lists of companies which recycle or handle waste material to customers upon request. For information call (626) 443-3441.

14. TRANSPORT INFORMATION

DOT Shipping Name: Naphtha, Solvent Combustible Liquid
DOT Hazard Class: NA
DOT Packaging Group: III
DOT/UN Identification: 1256
Additional Information:

15. REGULATORY INFORMATION

TSCA Status: All components are listed in TSCA inventory.

CERCLA Reportable Quantity: This product does not contain any RQ substances.

SARA Title III: Title III of the Superfund Amendments and Reauthorization Act of 1986:

Section 302 Extremely Hazardous Substances: Not an extremely hazardous substance

Section 311/312 Hazardous Categories:

Immediate (Acute) Health Effects: No

Delayed (Chronic) Health effects: No

Fire Hazard: Yes

Sudden Release of Pressure Hazard: No

Reactivity Hazard: No

Carcinogenicity Status: Constituents not listed by: IARC, NTP, OSHA

SARA 313 Toxic Chemical Release Reporting:

Chemical NameCAS Number% in Product

This product does not contain greater than 1.0% (greater than 0.1% for carcinogenic substance) listed under SARA Section 313.

California Proposition 65 Status:

Not Applicable

16. OTHER INFORMATION

Label Hazard Ratings:NFPA

Fire - 2

Health - 0

Reactivity - 0

Specific Hazard - None

HMIS

Health - 1

Fire - 2

Reactivity - 0

Personal Protection Index - C

MSDS Revision Statement:

All sections revised.

Supersedes: 1/4/1994

This information is, to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use.

NA - Not Applicable

ND - Not Determined

MATERIAL SAFETY DATA SHEET

Stamping 6300

Date Prepared: 01/01/200

Page 1 of

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name

Stamping 6300

Product Number(s)

GW630001, GW630002, GW630004, GW630005

Chemical Name

Mixture

Use

Varies

Company Identification

GoldenWest Lubricants, Inc.
1816 Potrero Avenue
South El Monte, CA 91733-3023

Telephone Numbers

Emergency: Chemtrec (24 hr) (800) 424-9300
Technical Information: (626) 443-3441
Product Information: (626) 443-3441

2. COMPOSITION/INFORMATION ON INGREDIENTS

HAZARDOUS COMPONENTS:

<u>Components</u>	<u>CAS No.</u>	<u>% by Wt.</u>	<u>OSHA PEL</u>	<u>TWA (ACGIH)</u>
Aliphatic Hydrocarbons (Stoddard Type)	8052-41-3	>50	100 ppm	100 ppm

NOTE:

All the components of this material are listed on the Toxic Substances Control Act Chemical Substances inventory.

NA – Not Applicable

ND – Not Determined

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

- ◆ Prolonged exposure can cause skin irritation
- ◆ Keep out of sewers and waterways
- ◆ May cause eye irritation

Potential Health Effects

Eye: May cause stinging irritation, tearing, or redness.

Skin Contact: Repeated or prolonged contact may cause dryness or irritation.

Ingestion: May cause mouth and throat irritation when swallowed; ingestion of large quantities may cause discomfort.

Inhalation: If used in applications where mist is generated, may cause irritation to nose and throat.

Signs and Symptoms of Exposure: Irritation to skin, watering or redness in eyes, discomfort, throat irritation if swallowed.

4. FIRST AID MEASURES

Eye: Flush with water. If irritation occurs call for medical assistance.

Skin: Remove contaminated clothing. Wash with soap and water. Call for medical attention if symptoms prevail.

Ingestion: DO NOT induce vomiting. Get medical assistance.

Inhalation: Remove person to fresh air. Call for medical attention if needed.

5. FIRE FIGHTING MEASURES

Flash Point: >120°F **Method:** ASTM D-92

Flammable Limits (% by volume in air): **Lower:** ND **Upper:** ND

Extinguishing Media: Dry chemical, carbon dioxide, water fog, foam

NFPA Ratings: Health – 0 **Flammability –** 2 **Reactivity –** 0

(0 - Insignificant, 1 - Slight, 2 - Moderate, 3 - High, 4 - Extreme)

Fire Fighting Instructions: Wear protective clothing and self-contained breathing apparatus. Extinguish with foam, dry chemical, carbon dioxide.

Combustion or Decomposition Products: May cause dense smoke, oxides of carbon and various hydrocarbons.

6. ACCIDENTAL RELEASE MEASURES

Chemtrec Emergency Number (24 hrs): (800) 424-9300
U.S. Coast Guard National Response Center: (800) 424-8802

Spill Procedures: Personal Protective Equipment must be worn; see Section 8 for recommendations. Ventilate area if spilled in confined space or other poorly ventilated areas. Prevent entry into sewers and waterways. Pick up free liquid for recycle and/or disposal. Residual liquid can be absorbed on inert material. Check under Transportation and Labeling (DOT/CERCLA) and Other Regulatory Information Section (SARA) for hazardous substances to determine regulatory reporting requirements for spills.

7. HANDLING AND STORAGE

Handling and Storage: Avoid eye and prolonged skin contact as with all industrial materials. Wash thoroughly after handling. Follow all MSDS/label precautions after container is emptied because they may retain product residues. Store in a cool, dry place. Keep containers closed when not in use.

Read and follow all precautions on product label

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Personal Protective Equipment

Eye/Face Protection: Use chemical goggles or face shield.

Skin Protection: Contact may be minimized by wearing protective clothing and oil resistant gloves.

Respiratory Protection: Use NIOSH/MSHA approved full face respirator with an organic vapor cartridge if the recommended exposure limit is exceeded. Use self-contained breathing apparatus for entry into confined space, for other poorly ventilated areas and large spill clean-up sites.

Engineering Controls: Good general ventilation should be sufficient to control airborne levels below exposure limits. A local exhaust is recommended in enclosed areas.

Clothing Recommendation: Long sleeve shirt is recommended. Wear a chemically protective apron when contact with material may occur. Do not wear rings, watches or similar apparel that could entrap and cause a skin reaction.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear Liquid
Odor:	NA
Specific Gravity (water = 1):	0.76
Viscosity SUS @ 100°F:	ND
Flash Point:	>120°F
pH (as is):	ND
pH (dilute) @ 5 %:	ND
Solubility in Water (%):	0
Vapor Pressure (mm Hg):	2.0 @ 68°F
Vapor Density (air = 1):	4.9
Volatile Organic Compound:	760 g/L

10. STABILITY AND REACTIVITY

Hazardous Decomposition Products:	May cause dense smoke, oxides of carbon and various hydrocarbons.
Chemical Stability:	Material is normally stable at room temperature and pressure. See the Handling and Storage section for further details.
Conditions to Avoid:	Excessive heat or flames
Incompatibility with other Materials:	Oxidizing or acidic materials
Hazardous Polymerization:	Will not occur

11. TOXICOLOGICAL INFORMATION

No information available at present time.

12. ECOLOGICAL INFORMATION

No data are available on the adverse effects of this material on the environment. As a precaution, product should be kept out of sewage and drainage systems and bodies of water.

13. DISPOSAL CONSIDERATIONS

Any disposal practice must be in compliance with local, state and federal laws and regulations. Empty containers must be handled with care due to product residue. GoldenWest Lubricants Inc. will provide lists of companies which recycle or handle waste material to customers upon request. For information call (626) 443-3441.

14. TRANSPORT INFORMATION

DOT Shipping Name:	Petroleum Distillates, N.O.S., Combustible Liquid
DOT Hazard Class:	III
DOT Packaging Group:	NA
DOT/UN Identification:	1268
Additional Information:	

15. REGULATORY INFORMATION

TSCA Status: All components are listed in TSCA inventory.

CERCLA Reportable Quantity: This product does not contain any RQ substances.

SARA Title III: Title III of the Superfund Amendments and Reauthorization Act of 1986:

Section 302 Extremely Hazardous Substances:	Not an extremely hazardous substance
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Section 311/312 Hazardous Categories:

Immediate (Acute) Health Effects: No

Delayed (Chronic) Health effects: No

Fire Hazard: Yes

Sudden Release of Pressure Hazard: No

Reactivity Hazard: No

Carcinogenicity Status: Constituents not listed by: IARC, NTP, OSHA

SARA 313 Toxic Chemical Release Reporting:

Chemical NameCAS Number% in Product

This product does not contain greater than 1.0% (greater than 0.1% for carcinogenic substance) listed under SARA Section 313.

California Proposition 65 Status:

Not Applicable

16. OTHER INFORMATION

Label Hazard Ratings:NFPA

Fire - 2

Health - 0

Reactivity - 0

Specific Hazard - None

HMIS

Health - 1

Fire - 2

Reactivity - 0

Personal Protection Index - C

MSDS Revision Statement:

All sections revised.

Supersedes: 09/28/1996

This information is, to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use.

NA - Not Applicable

ND - Not Determined

MATERIAL SAFETY DATA SHEET

Premium Way Lube 32

Date Prepared: 11/01/1999

Page 1 of 6

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name

Premium Way Lube 32

Product Number(s)

GW121102, GW121104, GW121105

Chemical Name

Mixture

Use

Varies

Company Identification

GoldenWest Lubricants, Inc.
1816 Potrero Avenue
South El Monte, CA 91733-3023

Telephone Numbers

Emergency: Chemtrec (24 hr)	(800) 424-9300
Technical Information:	(800) 540-5823
Product Information:	(800) 966-5823

2. COMPOSITION/INFORMATION ON INGREDIENTS

HAZARDOUS COMPONENTS:

<u>Components</u>	<u>CAS No.</u>	<u>% by Wt.</u>	<u>OSHA PEL</u>	<u>TWA (ACGIH)</u>
Distillates, Hydrotreated Heavy Paraffinic	64742-54-7	>10	5mg/m ³ as a mist	5mg/m ³ as a mist
Solvent Refined Heavy Napthenic Distillate	64741-96-4	>10	5mg/m ³ as a mist	5mg/m ³ as a mist

NOTE:

All the components of this material are listed on the Toxic Substances Control Act Chemical Substances inventory.

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

- ◆ Prolonged exposure can cause skin irritation
- ◆ Keep out of sewers and waterways
- ◆ May cause eye irritation

Potential Health Effects

Eye: May cause stinging irritation, tearing, or redness.

Skin Contact: Repeated or prolonged contact may cause dryness or irritation.

Ingestion: May cause mouth and throat irritation when swallowed; ingestion of large quantities may cause discomfort.

Inhalation: If used in applications where mist is generated, may cause irritation to nose and throat.

Signs and Symptoms of Exposure: Irritation to skin, watering or redness in eyes, discomfort, throat irritation if swallowed.

4. FIRST AID MEASURES

Eye: Flush with water. If irritation occurs call for medical assistance.

Skin: Remove contaminated clothing. Wash with soap and water. Call for medical attention if symptoms prevail.

Ingestion: DO NOT induce vomiting. Get medical assistance.

Inhalation: Remove person to fresh air. Call for medical attention if needed.

5. FIRE FIGHTING MEASURES

Flash Point: >300°F **Method:** ASTM D-92

Flammable Limits (% by volume in air): Lower: ND Upper: ND

Extinguishing Media: Dry chemical, carbon dioxide, water fog, foam

NFPA Ratings: Health – 1 Flammability – 1 Reactivity – 0

(0 - Insignificant, 1 - Slight, 2 - Moderate, 3 - High, 4 - Extreme)

Fire Fighting Instructions: Wear protective clothing and self-contained breathing apparatus. Extinguish with foam, dry chemical, carbon dioxide.

Combustion or Decomposition Products: May cause dense smoke, oxides of carbon, nitrogen, sulphur and phosphorus.

6. ACCIDENTAL RELEASE MEASURES

Chemtrec Emergency Number (24 hrs): (800) 424-9300
U.S. Coast Guard National Response Center: (800) 424-8802

Spill Procedures: Personal Protective Equipment must be worn; see Section 8 for recommendations. Ventilate area if spilled in confined space or other poorly ventilated areas. Prevent entry into sewers and waterways. Pick up free liquid for recycle and/or disposal. Residual liquid can be absorbed on inert material. Check under Transportation and Labeling (DOT/CERCLA) and Other Regulatory Information Section (SARA) for hazardous substances to determine regulatory reporting requirements for spills.

7. HANDLING AND STORAGE

Handling and Storage: Avoid eye and prolonged skin contact as with all industrial materials. Wash thoroughly after handling. Follow all MSDS/label precautions after container is emptied because they may retain product residues. Store in a cool, dry place. Keep containers closed when not in use.

Read and follow all precautions on product label

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Personal Protective Equipment

Eye/Face Protection: Use chemical goggles or face shield.

Skin Protection: Contact may be minimized by wearing protective clothing and oil resistant gloves.

Respiratory Protection: Use NIOSH/MSHA approved full face respirator with an organic vapor cartridge if the recommended exposure limit is exceeded. Use self-contained breathing apparatus for entry into confined space, for other poorly ventilated areas and large spill clean-up sites.

Engineering Controls: Good general ventilation should be sufficient to control airborne levels below exposure limits. A local exhaust is recommended in enclosed areas.

Clothing Recommendation: Long sleeve shirt is recommended. Wear a chemically protective apron when contact with material may occur. Do not wear rings, watches or similar apparel that could entrap and cause a skin reaction.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Dark Liquid
Odor:	Mild Sulphur
Specific Gravity (water = 1):	0.87
Viscosity cSt @ 40°C:	30.4-33.6
Flash Point:	>300°F
pH (as is):	ND
pH (dilute) @ 5 %:	ND
Solubility in Water (%):	0
Vapor Pressure (mm Hg):	ND
Vapor Density (air = 1):	ND
Volatile Organic Compound:	ND

10. STABILITY AND REACTIVITY

Hazardous Decomposition Products:	May cause dense smoke, oxides of carbon, nitrogen, sulphur and phosphorus.
Chemical Stability:	Material is normally stable at room temperature and pressure. See the Handling and Storage section for further details.
Conditions to Avoid:	Excessive heat or flames
Incompatibility with other Materials:	Oxidizing or acidic materials
Hazardous Polymerization:	Will not occur

11. TOXICOLOGICAL INFORMATION

No information available at present time.

12. ECOLOGICAL INFORMATION

No data are available on the adverse effects of this material on the environment. As a precaution, product should be kept out of sewage and drainage systems and bodies of water.

13. DISPOSAL CONSIDERATIONS

Any disposal practice must be in compliance with local, state and federal laws and regulations. Empty containers must be handled with care due to product residue. GoldenWest Lubricants Inc. will provide lists of companies which recycle or handle waste material to customers upon request. For information call (626) 443-3441.

14. TRANSPORT INFORMATION

DOT Shipping Name: Not regulated
DOT Hazard Class: Not regulated
DOT Packaging Group: NA
DOT/UN Identification: NA
Additional Information:

15. REGULATORY INFORMATION

TSCA Status: All components are listed in TSCA inventory.

CERCLA Reportable Quantity: This product does not contain any RQ substances.

SARA Title III: Title III of the Superfund Amendments and Reauthorization Act of 1986:

Section 302 Extremely Hazardous Substances: Not an extremely hazardous substance

Section 311/312 Hazardous Categories:

Immediate (Acute) Health Effects: No

Delayed (Chronic) Health effects: No

Fire Hazard: No

Sudden Release of Pressure Hazard: No

Reactivity Hazard: No

Carcinogenicity Status: Constituents not listed by: IARC, NTP, OSHA

SARA 313 Toxic Chemical Release Reporting:

Chemical NameCAS Number% in Product

This product does not contain greater than 1.0% (greater than 0.1% for carcinogenic substance) listed under SARA Section 313.

California Proposition 65 Status:

Not Applicable

16. OTHER INFORMATION

Label Hazard Ratings:NFPA

Fire - 1

Health - 1

Reactivity - 0

Specific Hazard - none

HMIS

Health - 1

Fire - 1

Reactivity - 0

Personal Protection Index - C

MSDS Revision Statement:

All sections revised.

Supersedes: 09/28/1996

This information is, to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use.

NA - Not Applicable

ND - Not Determined



Premium Way Lubricant

PRODUCT DESCRIPTION

A premium way lubricant manufactured from high V.I. paraffinic base oils and fortified with extreme pressure and lubricity additives designed to keep the lubricant in place and protect the ways from wear. Each oil meets or exceeds its corresponding Cincinnati Milacron way oil specification, P-53 (ISO VG 32), P-47 (ISO VG 68), and P-50 (ISO VG 220). The GoldenWest premium way lubricants have excellent demulsibility and work great with most pumping systems.

APPLICATIONS

These oils are recommended for the lubrication of slides, ways and carriages on all types of machine tools. They are commonly used in enclosed reduction gears and worm gears under moderate load conditions and can also be used for lubricating air operated tools such as jack hammers. These oils are not recommended for use in circulating oil systems or hydraulic systems. Because of the exceptional characteristics of these oils, they are also found in metalworking applications, such as cold heading, where it is necessary that a quality lubricant remain on the part and the tooling throughout the operation.

ADVANTAGES AND BENEFITS

- LOW COEFFICIENT OF FRICTION ELIMINATES STICK-SLIP
- SPECIAL ADDITIVES REDUCE WEAR AND FRICTION
- MILD E.P. ADDITIVES PREVENT SCORING UNDER HEAVY LOADS
- SPECIAL METAL WETTING AGENT PROTECTS WAYS FROM RUST
- RESISTS WATER WASH OFF

PHYSICAL CHARACTERISTICS

Grade, ISO	32	68	220
Gravity, API	31.5	29.7	26.6
Flash Point, °F	400	420	450
Viscosity SUS @ 100°F	165	353	1165
Viscosity Index	99	97	94

[Values shown are typical and may vary]

☼ Call your representative for more information about this and other fine products ☼

**GoldenWest
Lubricants, Inc.**

GoldenWest Lubricants, Inc.
1816 Potrero Avenue • South El Monte, CA 91733-3023
Phone Orders (800) 540-LUBE(5823)
Fax Orders (800) 966-LUBE(5823)
www.goldenwestlubricants.com



Stamping Compounds

PRODUCT DESCRIPTION

A colorless, odorless, organic stamping fluid that contains no sulfur, chlorine or silicone additives. These stamping fluids contain a high quality lubricity additive designed to prevent the galling and sticking commonly associated with other vanishing lubricants. They are also non-staining to all metals and are especially effective in applications where a cleaning operation is not desired.

APPLICATIONS

This lubricating fluid can be used for blanking, forming and stamping of all metals and prepainted steel.

ADVANTAGES AND BENEFITS

- 90% EVAPORATION WITHIN ONE HOUR
- NON-PHOSPHORUS FORMULA
- KEEPS WORK AREA CLEAN
- ELIMINATES POST CLEANING OPERATION
- WILL NOT EVAPORATE IN CONFINED AREA OR CLOSED CONTAINER

PHYSICAL CHARACTERISTICS

Grade, SAE	6300	6305	6310
Appearance	Clear Liquid	Clear Liquid	Clear Liquid
Specific Gravity	0.75	0.76	0.77
Viscosity cSt @ 40°C	ND	ND	ND
Viscosity SUS @ 100°F	ND	ND	ND
Flash Point °F	>120	>120	>120
Chlorine	None	None	None
Sulfur	None	None	None

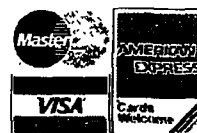
[Values shown are typical and may vary]

**** FOR INDUSTRIAL USE ONLY ****

☼ *Call your representative for more information about this and other fine products* ☼

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08/01

MATERIAL SAFETY DATA SHEET

MANUFACTURER'S SERVICE INCORPORATED
9715 KILINGERMAN, SOUTH EL MONTE, CA 91733
(626) 443-3057 (323) 283-1013

SECTION 1 : PRODUCT IDENTIFICATION

PRODUCT NAME: XXXXXXXXXX

MSDS# : 031

DATE ISSUED : April, 2005

SUPERSEDES : April, 2000

SECTION 2 : CHEMICAL COMPONENTS

COMPONENT	CAS #	%
Sodium Bisulfate	7631-90-5	Proprietary
Calsoft F-90 (90-92 Benxene Sulfonic Acid)	Mixture	Proprietary

COMPONENT	OSHA PEL	ACGIH TLV
Sodium Bisulfate	N.E.	N.E.
Sulfamic acid	N.E.	N.E.

N.E. - Not Established N.K. - Not Known *Nuisance dust

SECTION 3 : HAZARD IDENTIFICATION

This mixture has not been tested as a whole, the data presented below is based on the properties of the individual components.

APPEARANCE : Off white colored Powder

DANGER ! MAY CAUSE EYE, SKIN, AND RESPIRATORY IRRITATION.
FOR INDUSTRIAL USE ONLY; KEEP AWAY FROM CHILDREN.

Airborne dust is irritating to nose throat and eyes. Large amount of borax can be harmful to plants and other species; minimize releases to the environment.

HAZARD RATING (NFPA CRITERIA) :

HEALTH : 1
FIRE: 0
REACTIVITY : 0

HAZARD RATING SCALE :

0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

NOTE : NFPA ratings involve data and interpretations that may vary from company to company. They are intended only for rapid, general identification of the magnitude of the specific hazard. To deal adequately with the safe handling of this material, all information contained in this MSDS must be considered.

MEDICAL CONDITION AGGRAVATED BY EXPOSURE : Pre-existing skin disorder may be aggravated by exposure to this product. Condition of individuals with lung diseases can be aggravated by exposure

Symptoms of nitrite poisoning include nausea, dizziness, vomiting, rapid or irregular heart beats, abdominal spasms, and death due to circulatory collapse.

CARCINOGENICITY: O'B Hibit is known to cause cancer

SECTION 4 : FIRST AID MEASURES

EYE CONTACT: Irrigate with flowing water immediately and continuously for 15 minutes. Consult medical personnel.

SKIN CONTACT : In case of contact, remove contaminated clothing and flush skin with plenty of water. Wash clothing before reuse. Contact a physician.

INGESTION: Rinse mouth with water. Do not induce vomiting. Dilute by giving one or two glasses of water and transport to medical facility.

INHALATION : Using proper respiratory protection, immediately remove affected victim from exposure. Administer artificial respiration if breathing has stopped. Give

oxygen if breathing is difficult, provided that qualified personnel is available. Get medical attention.

SECTION 5 : FIRE FIGHTING MEASURES

FLAMMABLE (EXPLOSIVE) LIMIT IN AIR :

LOWER LIMIT : No Data

UPPER LIMIT : No Data

AUTOIGNITION DATA (°F) : No Data

FIRE EXTINGUISHING MEDIA : To extinguish fires use media appropriate for primary source of fire including Carbon Dioxide, Dry chemical foam or water.

FIRE FIGHTING INSTRUCTION :

- Fire fighters should wear full protective equipment and positive pressure self-contained breathing apparatus.
- Use water spray to cool fire exposed surfaces and to protect personnel.
- Do not spray water directly into containers.
- Water runoff can cause environmental damage. Dike and collect water used to fight fires.

SECTION 6 : ACCIDENTAL RELEASE MEASURES

PRECAUTIONS : Only trained and properly equipped personnel should handle spills. Isolate hazard area. Keep away unnecessary and unprotected personnel. Shut off leak if safe to do so. Ventilate spill area. Keep away from drains, sewers, waterways and soil. Small or large spills should be well contained to avoid contents leaking to plants.

SMALL SPILLS : Clean up using dry procedure; avoid dusting. Place in a DOT approved chemical waste container.

LARGE SPILLS : Clean up using dry procedure; avoid dusting. Place in a DOT approved chemical waste container

SECTION 7 : STORAGE AND HANDLING

STORAGE : Store in cool dry, well ventilated area. Keep containers closed when not in use. Keep away from moisture to prevent caking. Good housekeeping procedures to be followed to minimize dust generation . Prevent exposure to extreme temperatures.

HANDLING :

- Avoid contact with eyes and skin.
- DO NOT breath dust vapors or mist
- Use only in properly ventilated area.
- Wash thoroughly after handling
- Remove contaminated clothing and launder before reuse

Emptied containers may retain product residue (liquid and/or vapor) and can be dangerous. Always obey hazard warnings and handle empty containers carefully. Empty drums should be completely drained, properly bunged and promptly returned to a drum reconditioner or properly disposed of.

SECTION 8 : EXPOSURE CONTROL/PERSONAL PROTECTION

NIOSH approved conventional particulate respirator protection must be used, based on consideration of airborne concentrations and duration of exposure. Protective gloves are recommended for sensitive individuals or prolong contact. Chemical goggles are recommended for eye protection. Safety showers and eye wash facility within the reach should be provided. Provide mechanical exhaust ventilation to prevent release of dust in the work area.

SECTION 9 : PHYSICAL AND CHEMICAL PROPERTIES

Physical state - Solid
Specific Gravity – 2.3
Solubility – Completely soluble
Flash Point - No data
Boiling Point - No data
Vapor pressure - No data

SECTION 10 : STABILITY AND REACTIVITY

Generally stable. Avoid strong alkalis (caustic), avoid exposure to excessive temperature. If wetted, borax reacts exothermically, forming hydrated sodium borates. Avoid contact with heat, flame, ignition sources and incompatibles. Avoid contact with strong reducing agents which can generate hydrogen gas and can create explosive hazard.

SECTION 11 : TOXICOLOGICAL INFORMATION

Effects of over exposure

Eye Contact: Primary irritant - damage reversible with prompt first aid.

Inhalation: Respirable crystalline silica can cause silicosis which can lead to disability and death. It can also cause scleroderma, which is an autoimmune disorder resulting in scarring of the skin and internal organ. Silicosis also increases the risk of tuberculosis and is associated with increased kidney disorders (nephrotoxicity)

Skin Contact: Contact dermatitis in sensitive individuals, prolong continual exposure can be irritating.

Ingestion: Irritation, nausea, vomiting.

Chronic: Silicosis, scleroderma, tuberculosis, and nephrotoxicity caused by inhalation of crystalline silica.

SECTION 12 : ECOLOGICAL INFORMATION

Material is biodegradable under most definitions of the term. Large concentration of borax can pose danger to some plants ; avoid discharge to environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Haul to approved sanitary land fill or dump in compliance with federal , State, or local regulations. Consult an expert on disposal of waste and materials used in spill cleanup and ensure conformity to all federal, state and local disposal regulations. Regulatory requirements are subject to change and may differ from one location to another; the generator of the waste is responsible for proper waste disposal.

Emptied containers may retain product residue and are subject to proper disposal as above. Regulations also apply to container liners and rinsates.

SECTION 14 : TRANSPORT INFORMATION

DOT INFORMATION : It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

SECTION 15 : REGULATORY INFORMATION

OSHA : Permissible Exposure Level - refer to section 2.

ACGIH : Threshold Limit Value - refer to section 2.

TSCA : Some components of this products are listed on TSCA inventory.

CALIFORNIA PROPOSITION 65 : O'B Hibit is listed as a known carcinogen

SECTION 16 : OTHER INFORMATION

ALL INFORMATION APPEARING HEREIN IS BASED UPON THE DATA OBTAINED FROM MANUFACTURER AND/OR RECONGNIZED TECHNICAL SOURCES. WHILE THE INFORMATION IS BELIEVED TO BE ACCURATE, MANUFACTURE SERVICES INCORPORATED MAKE NO REPRESENTATION AS TO ITS ACCURACY OR SUFFICIENCY. CONDITIONS OF USE ARE BEYOND OUR CONTROLS AND THEREFORE USERS ARE RESPONSIBLE TO VERIFY THIS DATA UNDER THEIR OWN OPERATING CONDITIONS TO DETERMINE WHETHER THE PRODUCT IS SUITABLE FOR THEIR PARTICULAR PURPOSES AND THEY ASSUME ALL RISKS OF THEIR USE, HANDLING, AND DISPOSAL OF THE PRODUCT, OR FROM THE PUBLICATION OR USE OF, OR RELIANCE UPON, INFORMATION CONTAINED HEREIN. THIS INFORMATION RELATES ONLY TO THE PRODUCT DESIGNATED HEREIN, AND DOES NOT RELATE TO ITS USE IN COMBINATION WITH ANY OTHER MATERIAL OR IN ANY OTHER MATERIAL OR IN ANY OTHER PROCESS.